

**Updated RFP**

This updated RFP replaces all prior published RFP versions and incorporates Addenda 1 through 10.  
5/26/05 wgrw

**Request for Proposals**

**INMATE HEALTH CARE SERVICES**

**PROJECT NO. Q0005057**



*"Providing New Paths to Public Safety"*

**Ulysses Rose  
Acting Director of Procurement Services**

**Maryland Department of Public Safety and Correctional Services  
Suite 1000  
300 E. Joppa Road  
Baltimore, MD 21286**

**Tel: 410-339-5026**

**Issue Date: November 9, 2004  
Updated RFP issued: January 28, 2005  
NOTICE**

**Prospective Offerors who have received this document from the Maryland Department of Public Safety and Correctional Services web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.**

Minority Business Enterprises are encouraged to respond to this Solicitation.

**STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this solicitation, please fax this completed form to: **410-339-4240** to the attention of: **Ulysses Rose, Acting Procurement Officer**.

**Title: INMATE HEALTH CARE SERVICES**  
**Project No: DPSCS Q0005057**

If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

Offeror's Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_



**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request For Proposals  
INMATE HEALTH CARE SERVICES  
PROJECT NUMBER Q0005057**

**RFP Issue Date:** November 9, 2004

**Updated RFP issued:** January 28, 2005 replaces , in toto, the RFP issued on November 9, 2004.

**RFP Issuing Office:** Maryland Department of Public Safety and Correctional Services

**Procurement Officer:** Ulysses Rose  
Acting Director of Procurement Services  
Suite 1000  
300 E. Joppa Road  
Baltimore, MD 21286

**Tel:** 410-339-5026

**FAX:** 410-339-4240

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Contract Term:** June 1, 2005 through June 30, 2007

**Pre-Proposal Conference:** December 10, 2004, 1:00 p.m. Centralized Hiring Conference Room  
6764 C Reisterstown Road Office Plaza, Baltimore, Maryland 21215

**Site Visits:**

**Baltimore Service Delivery Area**  
November 29th and 30th, 2004 9:00 AM  
Jail Industries Building 513 E Madison St. Balto.  
**Contact:** Ms. Beaver  
**Phone:** 410-209-4066  
**Contact:** Asst. Warden Drewery  
**Phone:** 410-209-4017

**Western Service Delivery Area – Cumberland and Hagerstown**  
December 1, 2004 9:00 AM  
WCI Gatehouse Waiting Room  
**Contact:** Ms. Newlon  
**Phone:** 301-729-7119

**Eastern Service Delivery Area**  
December 2, 2004 10:00 AM  
ECI Training Building  
**Contact:** Ms. Riddick  
**Phone:** 410-845-4120

**Jessup Service Delivery Area**  
**December 3<sup>rd</sup>, 6<sup>th</sup>, 7<sup>th</sup> 2004 9:00 AM**  
**Patuxent Institution Board Rm.**  
**Contact: Ms. Dazouloute**  
**Phone: 410-540-6355**

**Directions to the locations may be obtained on the web at:**  
**[http://www.dpscs.state.md.us/doc/prisons\\_main.shtml](http://www.dpscs.state.md.us/doc/prisons_main.shtml)**

**Proposals are to be sent to: Ulysses Rose**  
**Acting Director of Procurement Services**  
**Suite 1000**  
**300 E. Joppa Road**  
**Baltimore, MD 21286**

**Closing Date and Time: February 14, 2005 2:00 p.m. EST**

NOTE: Prospective Offerors who have received this document from: <http://www.dpscs.state.md.us/>, [eMarylandMarketplace.com](http://eMarylandMarketplace.com), or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel or in MS Word as the Department may determine.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Department of Public Safety and Correctional Services (the “Department”) is issuing this solicitation to procure healthcare services for the inmate population of all of the Department’s detention and correctional facilities throughout Maryland. (the “Inmate Health Services System”) This procurement is to result in contracts for programs and services comprising a comprehensive, patient centered/case management health care delivery system, consistent with generally acceptable community standards, that provides for continuity and consistency of care in all facilities and areas of the State. **As this solicitation involves substantial and significant changes from any model of inmate healthcare delivery previously used by the Department, potential Offerors are strongly urged to use the utmost care in reviewing and responding to this solicitation.**
- 1.1.2 This solicitation seeks services in six Modules. These Modules comprise the components of the Inmate Health Services System. The Modules are:
1. Medical Care Services,
  2. Mental Health Services,
  3. Dental Services,
  4. Pharmacy Services,
  5. Utilization Management Services, and
  6. Electronic Patient Health Record/Health Management Information System Services.
- 1.1.3 Offerors submitting proposals for the Medical Care Services Module must also submit proposals for all other Modules, except that they are not required to submit a proposal for the Utilization Management Services Module.
- 1.1.4 Offerors submitting proposals for any Module may also submit proposals for one or more other Modules.
- 1.1.5 If an Offeror is the successful Offeror for the Dental Services, Mental Health and/or Medical Care Services Modules and is the successful Offeror for the Utilization Management Services Module, the Department, in its sole discretion, shall decide which modules to award and to whom. The Offeror selected for the award of the Utilization Management Services Module may not be awarded the Medical, Dental or Mental Health Modules.
- 1.1.6 An Offeror who is the successful Offeror only for the Electronic Patient Health Record/Health Management Information System Services may also be awarded the Utilization Management Services Module if it is the successful Offeror in that instance, as well.

- 1.1.7 It is the State's intention to obtain services, as specified in this Request for Proposals (RFP), under a contract or contracts between the successful Offeror(s) and the State. Proposals will be evaluated on a per Module basis, with one contract awarded per Module within the constraints specified in Sections 1.1.3 through 1.1.6 of this RFP. Additionally, the Procurement Officer may issue a Notice to Proceed (NTP) for any or all of the discretely priced deliverable tasks identified in the RFP Section 2.2 depending upon the available funding and the successful accomplishment of previously ordered tasks. It is anticipated that the State will issue multiple Notices to Proceed over the base period of the Contract. Un-funded or un-ordered task deliverables could potentially be ordered in a Contract renewal option period. The State makes no guarantee that it will purchase any service under any Contract resulting from this procurement. This Contract shall not be construed to require the State to procure exclusively from the Contractor. The State reserves the right to procure goods and services from other sources, when it is in the best interest of the State to do so and may do so without notice to the Contractor.
- 1.1.8 Offerors will find in Attachments G-CC of this RFP information and data regarding the provision of health care to Maryland's inmate populations over specified periods of time. The information in Attachments N, P, T, U, X and Y was provided by the current health care contractors. The State cannot attest to its validity. This information is provided to assist in proposal preparation. A listing of all attachments may be found at the end of Section 4.

## **1.2 Abbreviations and Definitions**

The following abbreviations or terms are in common use within the Department. For the purposes of this RFP and the resulting contract(s), they have the meanings indicated below:

AARP	- Appeal of an Administrative Remedy Procedure
ACA	- American Correctional Association
ACOM	- Agency Contract Operations Manager
ACLS	- Advanced Cardiac Life Support
ADON	- Assistant Director of Nursing
AED	- Automatic External Defibrillator
ARP	- Administrative Remedy Procedure
BCBIC	- Baltimore Central Booking & Intake Center
BCCC	- Baltimore City Correctional Center
BCDC	- Baltimore City Detention Center
BCF	- Brockbridge Correctional Facility
BPRU	- Baltimore Pre-Release Unit
BPRUW	- Baltimore Pre-Release Unit for Women
BPRUWX	- Baltimore Pre-Release Unit for Women Annex
CDC	- Center for Disease Control
CLF	- Central Laundry Facility
CMHCB	- Correctional Mental Health Center-Baltimore
CMHCJ	- Correctional Mental Health Center-Jessup

CNA	- Certified Nursing Assistant
CPI	- Consumer Price Index
DCD	- Division of Correction Directive
DDS	- Dentist
DHMH	- Department of Health and Mental Hygiene
DO	- Doctor of Osteopathy
DOC	- Division of Correction
DON	- Director of Nursing
DOJ	- Department of Justice
DPDS	- Division of Pre-Trial Detention And Services
DPSCS	- Department of Public Safety and Correctional Services
DPSCSD	- Department of Public Safety and Correctional Services Directive
ECI	- Eastern Correctional Institution
ECIX	- Eastern Correctional Institution Annex
EPHR	- Electronic Patient Health Record
EPRU	- Eastern Pre-Release Unit
GO	- General Order of the Division of Pretrial Detention and Services
HDU	- Home Detention Unit
HED	- Harold E. Donnell Building - A Unit of MCTC
HMIS	- Healthcare Management Information System
HTCBC	- Herman L. Toulson Correctional Boot Camp
JCAHO	- Joint Commission on Accreditation of Healthcare Organizations
JPRU	- Jessup Pre-Release Unit
LCSW	- Licensed Certified Social Worker
LCSW-C	- Licensed Certified Social Worker – Clinical
LGSW	- Licensed Graduate Social Worker
LPN	- Licensed Practical Nurse
LSW	- Licensed Social Worker
MA	- Medical Assistant (Certified)
MCAC	- Maryland Correctional Adjustment Center
MCCS	- Maryland Commission on Correctional Standards
MCIH	- Maryland Correctional Institution-Hagerstown
MCIJ	- Maryland Correctional Institution-Jessup
MCIW	- Maryland Correctional Institution for Women
MCPRS	- Maryland Correctional Pre-Release System
MCTC	- Maryland Correctional Training Center
MCTCX	- Maryland Correctional Training Center Annex
MD	- Doctor of Medicine
MDC	- Men's Detention Center, a unit of BCDC
MFSS	- Monthly Facility Service Schedule
MHC	- Maryland House of Correction
MHCX	- Maryland House of Correction Annex
MIEMSS	- Maryland Institute for Emergency Medical Services System
MRDCC	- Maryland Reception Diagnostic and Classification Center
MSE	- Mental Status Evaluation
MTC	- Metropolitan Transition Center
NBCI	- North Branch Correctional Institution
NCCHC	- National Commission on Correctional Health Care

NP	- Nurse Practitioner
OD	- Doctor of Optometry
OMSR	- Offender Medical/Mental Health Screening Report
OT	- Occupational Therapist
PA	- Physician Assistant
PATX	- Patuxent Institution
PDS	- Pretrial Detention and Services Directive
PHPRU	- Poplar Hill Pre-Release Unit
PID	- Patuxent Institution Directive
PRN Staff	- Staff who work "as needed."
PSYCH. ASC.	- Psychology Associate
R. PH.	- Registered Pharmacist
RCI	- Roxbury Correctional Institution
RD	- Registered Dietitian
REF	- Re-Entry Facility, a subunit of Patuxent Institution
RHIA	- Registered Health Information Administrator
RHIT	- Registered Health Information Technician
RN	- Registered Nurse
SDA	- Service Delivery Area
SMPRU	- Southern Maryland Pre-Release Unit
UR	- Utilization Review
WCI	- Western Correctional Institution
WDC	- Women's Detention Center, a unit of BCDC

### Definitions

The following terms shall have the meanings set forth herein:

1.	Agency	Is the Office of Inmate Health Services, the Departmental entity responsible for the management of the contracts arising from this RFP.	
2	Agency Contract Operations Manager	The individual designated by the Agency to, among other duties, oversee and manage contract issues, conduct quality assurance audits and facilitate complaint resolution in a specific Service Delivery Area	
3	Baltimore Service Delivery Area	This area consists of the following facilities:	
		<u>Facility</u>	<u>Managing Entity</u>
		1. BPRU	DOC
		2. BCCC	DOC
		3. BCDC	DPDS
		4. BPRUW	DOC
		5. BPRUWX	DOC
		6. BCBIC (CBIF)	DPDS
		7. HDU	DOC/DPDS
		8. MCAC	DOC
		9. MRDCC	DOC
10.	MTC	DOC	
11.	REF	PATX	
4.	Business Day	Any day, Monday through Friday, which is not a State holiday.	

5	Clock In / Clock Out	The use of any mechanical or computerized time reporting system.	
6	Consumer Price Index	The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Most indices are computed and released by the Bureau of Labor Statistics (BLS), Department of Labor, on a monthly basis. The indices include major groups and categories including medical care. See – <a href="http://www.bls.gov/cpi">http://www.bls.gov/cpi</a> .	
7	Daily	Each calendar day, including weekends and holidays.	
8	Day	A calendar day.	
9	Eastern Service Delivery Area	This area consists of the following facilities:	
		<u>Facility</u>	<u>Managing Entity</u>
		1. ECI	DOC
		2. ECIX	DOC
3. PPHRU	DOC		
10	Emergency Medical Condition	A medical condition characterized by sudden onset and symptoms of sufficient severity, which could include severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent lay person who possesses an average knowledge of health and medicine to result in placing the patient's health in serious jeopardy; or, serious impairment to bodily functions; or, serious dysfunction of any bodily organ or part.	
11.	Emergent Care	Care provided for a person with an Emergency Medical Condition.	
12	Encounter	Contact with a patient for any reason related to a patient's health care.	
13.	Full-Time Equivalent Position	A position that provides 40 hours of work in a week.	
14.	Graves St.	A unit of BCDC.	
15.	Holiday	A State holiday. For the purposes of this contract, the following are the days and the approximate dates of these State holidays; each year, the Agency shall determine the actual dates when the holidays are to be observed by the Contractor:	
		New Years Day	January 1
		Martin Luther King Day	The third Monday in January
		President's Day	The third Monday in February
		Memorial Day	The last Monday in May
		Independence Day	July 4
		Labor Day	First Monday in September
		Columbus Day	October 12
		Election Day	In evenly numbered years, the first Tuesday after the first Monday in November
		Veteran's Day	November 11
		Thanksgiving Day	Fourth Thursday in November
		Thanksgiving Friday	The day after Thanksgiving
		Christmas Day	December 25

16.	Hospital Services	All services provided by hospitals and all related services provided by physicians, laboratories, therapists, and others for an inmate admitted as an inpatient, outpatient or emergency patient in a hospital.	
17.	Inmate	For the purposes of this contract only, an inmate is a person who is in the custody of the Department of Public Safety and Correctional Services or an arrestee accepted by the Department for booking. As used in this definition, “custody” means that the Department has under a commitment, or a commitment pending hearing, to the Department or to another state, local or federal government entity a person who is under the Department’s control.	
18.	Jail Industries Building	A unit of BCDC.	
19.	Jessup Service Delivery Area	This area consists of the following facilities	
		<u>Facility</u>	<u>Managing Entity</u>
		1. BCF	DOC
		2. CLF	DOC
		3. EPRU	DOC
		4. HTCBC	DOC
		5. JPRU	DOC
		6. MCIJ	DOC
		7. MCIW	DOC
		8. MHC	DOC
		9. MHCX	DOC
		10. PATX	PATX
11. SMPRU	DOC		
20.	Medically Appropriate	Effective service that can be provided taking into consideration the particular circumstances of the inmate and the relative cost of any alternative services which could be used for the same purpose.	
21.	Medically Necessary	Directly related to diagnostic, preventative, curative, palliative or rehabilitative treatment that if not provided, would adversely affect the health of the patient.	
22.	Mental Health Emergency	The individual presents an immediate danger to the life or safety of himself or herself or to others.	
23.	Mid Level Provider	A Nurse Practitioner or Physicians Assistant	
24.	Month	A calendar month.	
25.	Monthly Facility Service Schedule	The Monthly Facility Service Schedule shall detail the exact dates, times, types and full names of employees or those of a subcontractor reporting to duty for service assignment and the exact dates, times, and places where the various health care services shall be provided.	
26.	O’Brien House	A unit of BCDC	
27.	Off-site Housing	A facility housing inmates that is under contract to the Department.	
28.	Offender Medical/Mental Health Screening Report (OMSR)	A medical/mental health-screening document that is completed at BCBIC at time of admission.	
29.	On-site	In a Department institution covered under this contract or any other location approved by the Department on a case-by-case basis.	

30.	Patient Health Record	The paper and electronic record required by the Agency that contains patient demographic information, details and provides evidence of the care and services provided to the patient, and contains related documentation	
31.	Provider	A worker whom the Agency accepts as qualified to perform a service.	
32.	Safe Cell	A place of confinement within a facility from which all items that an individual could use for self-harm have been removed to safely confine and monitor a suicidal individual until alternate placement can be arranged that has been approved by the Department's Director of Mental Health.	
33.	Sentinel event	An unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function. Such events are called "sentinel" because they signal the need for immediate investigation and response.	
34.	Service Delivery Area	A group of institutions and other locations, where inmates reside, where service is rendered under the contract. The institutions included in each SDA are listed in these definitions.	
35.	Shift	The beginning and ending times for work hours. Generally described as follows: "SHIFT 1" means the daytime shift (0800 to 1630 hours); "SHIFT 2" means the evening shift (1600 to 2430 hours); and, "SHIFT 3" means the nighttime shift (2400 to 0830 hours).	
36.	Subcontractor	A subcontractor of the Contractor, including the subcontractor's officers, employees, agents and representatives, including subcontractors of the Contractor's subcontractor.	
37.	Urgent Care	Health care services for a medical condition of sufficient severity that the absence of medical attention within 24 to 48 hours could reasonably be expected by a prudent lay person to result in serious physical / mental impairment or serious dysfunction or advance to being an emergency medical condition or death.	
38.	Week	Sunday through Saturday	
39.	Weekend	Saturday and Sunday	
40.	Weekdays	Monday through Friday, excluding holidays.	
41.	Western Service Delivery Area	This Service Delivery Area consists of the following facilities	
		<u>Facility</u>	<u>Managing Entity</u>
		1. WCI (Cumberland)	DOC
		2. NBCI (Cumberland)	DOC
		3. MCIH (Hagerstown)	DOC
		4. MCTC (Hagerstown)	DOC
		5. RCI (Hagerstown)	DOC
		6. HED (Hagerstown)	DOC
7. MCTCX (Hagerstown)	DOC		

### 1.3 Contract Type

The contract types that result from this RFP shall be, for each of the different Modules as follows:

- 1.3.1 Medical Care Services - The contract type shall be Time and Materials in accordance with COMAR 21.06.03.05.
  - 1.3.1.1 A Time and Materials (T&M) contract type provides for the procurement of supplies or services based on direct labor hours billed at specific contract fixed hourly rates (including profit and overhead) up to a cost ceiling or a "not to exceed" amount. Since labor rates approved by the Department shall be primarily based upon the successful Offeror's proposal, the ceiling will be structured to permit the proposed Offeror manning to be accommodated. Direct labor billings will be based on actual hours worked, derived from time sheets at the hourly rates proposed by the Offeror. Material charges cannot exceed the cost of materials and should be considered a "pass through".
- 1.3.2 Pharmacy Services - The contract type for pharmaceuticals shall be a Fixed Unit Price contract with indefinite quantities in accordance with COMAR 21.06.03.02 and 21.06.03.06. The allowable price for pharmaceuticals shall be as determined by RFP Section 2.2.4.7.9. The contract type for supplies, equipment, program fees and program certifications shall be Time and Materials in accordance with COMAR 21.06.03.05 (pass through). The contract type for all other components (labor, pharmaceuticals delivery and leased space) of this module shall be Fixed Price in accordance with COMAR 21.06.03.02. These services and fees are addressed in RFP Sec 2.2.4.16.1.1.
  - 1.3.2.1 See Sec 1.3.1.1 for a description of time and materials and billing scheme.
- 1.3.3 Mental Health Services - The contract type shall be Time and Materials in accordance to COMAR 21.06.03.05.
  - 1.3.3.1 See Sec 1.3.1.1 for a description of time and materials and billing scheme.
- 1.3.4 Dental Services - The contract type shall be Time and Materials in accordance to COMAR 21.06.03.05.
  - 1.3.4.1 See Sec 1.3.1.1 for a description of time and materials and billing scheme.
- 1.3.5 Utilization Management Services - The contract type shall be Fixed Price with Incentive in accordance with COMAR 21.06.03.04. (See Section 2.2.5.16)
- 1.3.6 Electronic Patient Health Record/Health Management Information System Services - The contract type shall be Fixed Price in accordance with COMAR 21.06.03.02.
- 1.3.7 Any other cost of doing business not addressed by the specified contract types is considered an incidental expense applicable to the Contractor and shall be absorbed within other prices proposed in a module.

## **1.4 Contract Price Adjustments**

- 1.4.1 Price Adjustment: This section describes the mechanism to be used to make price adjustments for each Module. Price adjustments to the contracted prices for services proposed for each module will be made annually under the following procedure:
- 1.4.1.1 At least thirty (30) calendar days prior to the contract anniversary date, the State’s Contract Manager shall provide the Contractor with a written notice of adjustment setting out the allowable percentage adjustment to be applied for each service. The adjustment shall be based on the change in the Consumer Price Index (“CPI”) or in the prevailing wage rate (“PWR”), as applicable, as calculated below.
  - 1.4.1.2 Within fifteen (15) calendar days of the receipt of the State’s notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager in the same form as the “Proposal Price Sheet” (Attachment F). The Contractor shall have the option of keeping existing prices or changing any price up, to the maximum allowable percentage increase set out in the State’s notice of adjustment.
  - 1.4.1.3 Reduction in the CPI or the PWR may not result in reductions to the Contractor’s rates, however subsequent increases may not result in increases in the Contractors’ rates until those increases exceed prior reductions.
  - 1.4.1.4 The adjustment will be calculated as a percentage resulting from the change in the CPI or the PWR, as applicable, for the most recent twelve (12) months beginning four (4) months prior to the renewal month of the Contract.
  - 1.4.1.5 Pharmaceutical price adjustments for non-formulary products will be based on the annual percentage increase in the Average Wholesale Price if that percentage is higher than the CPI increase.
  - 1.4.1.6 The revised rate schedule shall be used for billing effective the first day of the month for the next annual period.
- 1.4.2 Changes to the Consumer Price Index (CPI), as described in this section:
- 1.4.2.1 The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers for each Module, as follows:
    - 1.4.2.1.1 For the Medical Care Services, Pharmacy Services, Mental Health Services Utilization Management, and Dental Services Modules:
      - 1.4.2.1.1.1 Area: Washington-Baltimore, DC-MD-VA-WV Consolidated Metropolitan Statistical Area, Medical Care Index, entitled “Consumer

Price Index for All Urban Consumers (CPI-U): Selected areas, by expenditure category and commodity and service group.”

1.4.2.1.1.2 Series ID: CUURA311SAM.

1.4.2.1.2 For the Electronic Patient Health Record/Health Management Information System Services Module:

1.4.2.1.2.1 Area: Washington-Baltimore, DC-MD-VA-WV, All Items Base, and “Consumer Price Index for All Urban Consumers.”

1.4.2.1.2.2 Series ID: CUURA311SAO.

1.4.2.2 In the event that the BLS discontinues the use of the indices described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

1.4.3 If there is clear and convincing evidence that the increase in the annual PWR in a Service Delivery Area for any particular profession has increased more than the CPI, the State will make adjustments in the Contractor’s rates, up to the percentage increase in the PWR.

1.4.3.1 It is the Contractor’s responsibility to present such evidence at least ninety (90) calendar days prior to the contract anniversary date.

1.4.4 If the State elects to exercise options for additional terms after the base period, for the renewal period and successive terms, prices shall be adjusted on an annual basis.

## **1.5 Contract Duration**

The duration of the Contracts arising from this RFP are as follows:

1.5.1 The base contract performance period commences on the date that the Department executes the contract (estimated on June 1, 2005 to begin transition) and terminates on June 30, 2007.

1.5.2 The State, at its sole option, shall have the unilateral right to exercise up to three additional one-year renewal options as follows:

1.5.2.1 A first renewal option of one year commencing on July 1, 2007 and terminating on June 30, 2008.

1.5.2.2 A second renewal option of one year commencing on July 1, 2008 and terminating on June 30, 2009.

- 1.5.2.3 A third renewal option of one year commencing on July 1, 2009 and terminating on June 30, 2010.

## **1.6 Procurement Officer**

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below:

**Ulysses Rose**  
**Acting Director of Procurement Services**  
**Suite 1000**  
**300 E. Joppa Road**  
**Baltimore, MD 21286**  
**Tel: 410-339-5026**  
**Fax: 410-339-4240**  
**Email: [urose2@dpscs.state.md.us](mailto:urose2@dpscs.state.md.us)**

The Department may change the Procurement Officer at any time by written notice to the Contractors.

## **1.7 Contract Manager**

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the Contractor. The State’s Contract Manager is:

**Walter G.R. Wirsching**  
**Director, Office of Inmate Health Services**  
**Division of Treatment Services**  
**6776 Reisterstown Road**  
**Baltimore, MD 21215**  
**Tel: 410-585-3367**  
**Fax: 410 764-5112**  
**Email: [wwirsching@dpscs.state.md.us](mailto:wwirsching@dpscs.state.md.us)**

The Department may change the Contract Manager at any time by written notice to the Contractor.

## **1.8 Site Visits**

- 1.8.1 Offerors are encouraged to participate in site visits to familiarize themselves with where services are to be provided to be fully informed as to physical plant specifics and how those need to be considered in the development of their proposals. Site visits are scheduled as follows:

**Baltimore Service Delivery Area**  
**November 29th and 30th, 2004 9:00 AM**  
**Jail Industries Building 513 E Madison St. Balto.**  
**Contact: Ms. Beaver**  
**Phone: 410-209-4066**  
**Contact: Asst. Warden Drewery**  
**Phone: 410-209-4017**

**Western Service Delivery Area – Cumberland and Hagerstown**  
**December 1, 2004 9:00 AM**  
**WCI Gatehouse Waiting Room**  
**Contact: Ms. Newlon**  
**Phone: 301-729-7119**

**Eastern Service Delivery Area**  
**December 2, 2004 10:00 AM**  
**ECI Training Building**  
**Contact: Ms. Riddick**  
**Phone: 410-845-4120**

**Jessup Service Delivery Area**  
**December 3<sup>rd</sup>, 6<sup>th</sup>, 7<sup>th</sup> 2004 9:00 AM**  
**Patuxent Institution Board Rm.**  
**Contact: Ms. Dazouloute**  
**Phone: 410-540-6355**

**Directions to the locations may be obtained on the web at:**  
**[http://www.dpscs.state.md.us/doc/prisons\\_main.shtml](http://www.dpscs.state.md.us/doc/prisons_main.shtml)**

- 1.8.2 In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representative of each potential Offeror attend.
  - 1.8.2.1 The Offeror is to submit the name, date of birth and social security number of those planning to attend not later than **4:00 p.m. on November 22, 2004.**
  - 1.8.2.2 Please also indicate if there is a need for sign language interpretation and/or other special accommodations due to a disability. The Department will make reasonable efforts to provide such special accommodations.
  - 1.8.2.3 Those attending the site visits must have a picture ID with them at the time of the visit.
  - 1.8.2.4 Cell phones, pagers, cameras, chewing gum, food and drink, weapons, any tobacco products may not be brought into the facilities.
  - 1.8.2.5 Individuals coming into the facilities and their belongings will be searched.

## **1.9 Pre-Proposal Conference**

- 1.9.1 A Pre-Proposal Conference will be held on **December 10, 2004, beginning at 1:00 p.m.**, at the **Centralized Hiring Conference Room, 6764 C Reisterstown Road Office Plaza, Baltimore, Maryland 21215**. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.
- 1.9.2 The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.
- 1.9.3 In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **4:00 p.m. on December 2, 2004**, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form to or email the Procurement Officer with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. Please also indicate if there is a need for sign language interpretation and/or other special accommodations due to a disability. The Department will make reasonable efforts to provide such special accommodations.

## **1.10 Use of "e-Maryland Marketplace"**

- 1.10.1 "e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Department web site ([www.dpsscs.state.md.us](http://www.dpsscs.state.md.us)) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference, Offeror questions and Department responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.
- 1.10.2 This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.
- 1.10.3 Depending on the desired level of service, the annual subscription costs are \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

## 1.11 Questions

- 1.11.1 The Procurement Officer, prior to the pre-proposal conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference.
- 1.11.1.1 Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference, if not before.
- 1.11.2 Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

## 1.12 Proposals Due (Closing) Date

- 1.12.1 An unbound original and **ten** bound copies of each proposal (technical and financial) for each Module must be received by the Procurement Officer, at the address listed in Section 1.6, no later than **2:00 p.m. EST on February 14, 2005** in order to be considered. Two copies of an electronic version (diskette or CD) of the Technical Proposal for each Module in MS Word format must be enclosed with the original technical proposal. Two copies of an electronic version (diskette or CD) of the Financial Proposal for each Module in MS Excel or Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, Module title, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).
- 1.12.2 Requests for extension of this date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, **2:00 p.m. EST on February 14, 2005** will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

## 1.13 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### **1.14 Revisions to the RFP**

- 1.14.1 If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.
- 1.14.2 Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.15 Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

#### **1.16 Oral Presentation**

- 1.16.1 Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing, such as a hand out. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically these are scheduled within two weeks after the proposal due date. Offerors should plan accordingly.
- 1.16.2 Oral presentations shall follow a specified format and will be limited to one hour of presentation time, followed by one hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.
- 1.16.3 The two ranking employees of the Offeror responsible for managing and delivering the programs and services in Maryland shall make the presentations.

- 1.16.3.1 One of the presenters shall be that individual in the Offeror's corporate office designated as the point of contact for the Department; the other shall be the manager designated by the Offeror as the individual who will be responsible for statewide operations, whom the Offeror plans to locate instate.
- 1.16.4 The presentation may include but not be limited to the following items in the Offeror's technical proposal:
  - 1.16.4.1 Company History/Current Market Share;
  - 1.16.4.2 Availability of Resources;
  - 1.16.4.3 Timeline/Plan for Transition into Contract;
  - 1.16.4.4 Proposed Staffing Plan;
  - 1.16.4.5 Credentialing of Staff;
  - 1.16.4.6 Plan to Fill Staffing Requirements;
  - 1.16.4.7 Internal Monitoring Programs;
  - 1.16.4.8 Module Overview;
    - 1.16.4.8.1 Medical Care Services,
    - 1.16.4.8.2 Mental Health Services,
    - 1.16.4.8.3 Dental Care Services,
    - 1.16.4.8.4 Pharmacy Services,
    - 1.16.4.8.5 Utilization Management Services,
      - 1.16.4.8.5.1 Provide sample Claims Reports with coding, DOS, Provider, Charges vs. Payment,
      - 1.16.4.8.5.2 Provide an explanation of the criteria to be used for pre-certification,
      - 1.16.4.8.5.3 Provide a flow chart of the approval algorithm.
    - 1.16.4.8.6 EPHR/HMIS Services,
      - 1.16.4.8.6.1 Provide patient walk through demonstration using actual product;
      - 1.16.4.8.6.2 Provide examples of forms and reports.

### **1.17 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

### **1.18 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

### **1.19 Protests/Disputes**

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.20 Multiple or Alternate Proposals**

Multiple and Alternate proposals will not be accepted.

### **1.21 Minority Business Enterprises**

- 1.21.1 A minority business enterprise subcontractor participation goal has been established for each Module of this solicitation as follows:
  - 1.21.1.1 Medical Care Services – 20% of Contract Amount.
  - 1.21.1.2 Mental Health Services – 10% of Contract Amount.
  - 1.21.1.3 Dental Services – 30% of Contract Amount.
  - 1.21.1.4 Pharmacy Services – 20% of Contract Amount.
  - 1.21.1.5 Electronic Patient Health Record/Health Management Information System Services – 50% of Contract Amount.
  - 1.21.1.6 Utilization Management Services – 5% of Contract Amount.
- 1.21.2 The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.
- 1.21.3 A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The

directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.

#### **1.22 Access to Public Records Act Notice**

- 1.22.1 An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.
- 1.22.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

#### **1.23 Offeror Responsibilities**

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

#### **1.24 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified and itemized in a subsection clearly marked "Exceptions" in the Executive Summary of the technical proposal. If no exceptions are taken, a clear statement to that effect must be made in this section. A proposal that takes exception to these terms may be rejected.

#### **1.25 Proposal Affidavit**

#### **1.26 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

#### **1.27 Arrearages**

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

### **1.28 Procurement Method**

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

### **1.29 Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

### **1.30 False Statements**

1.30.1 Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1.30.1.1 In connection with a procurement contract, a person may not willfully:

1.30.1.1.1 Falsify, conceal, or suppress a material fact by any scheme or device;

1.30.1.1.2 Make a false or fraudulent statement or representation of a material fact; or

1.30.1.1.3 Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.30.1.2 A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

1.30.1.3 A person who violates any provision of this section is guilty of a felony and upon conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.31 Electronic Fund Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office

for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at the following URL:  
<http://compnet.comp.state.md.us/gad/pdf/GADX-0.pdf>

## SECTION 2 – SCOPE OF WORK

### 2.1 Purpose, Background and Tasks

- 2.1.1 Purpose: The Department is making this solicitation to secure programs and services for a comprehensive, patient centered/case management health care delivery system, consistent with generally acceptable community standards for Maryland’s inmate population that provides for continuity and consistency of care in all facilities and areas of the State.
- 2.1.1.1 This solicitation asks for services in six Modules. These modules describe the required components of the Inmate Health Services System. The Modules are:
1. Medical Care Services,
  2. Mental Health Services,
  3. Dental Services,
  4. Pharmacy Services,
  5. Utilization Management Services, and
  6. Electronic Patient Health Record/Health Management Information System Services.
- 2.1.1.2 For the purpose of this RFP and the resulting contract(s), this solicitation requests proposals to provide services in four Service Delivery Areas of the State. These designations may not constitute the Department’s “Regional” designations (designations made for correctional management purposes). The Service Delivery Areas are:
- 2.1.1.2.1 The **Eastern Service Delivery Area** in Somerset County and Wicomico County, which currently contains medium security facilities, a minimum security facility and a pre-release unit;
- 2.1.1.2.2 The **Jessup Service Delivery Area** in Anne Arundel County, Carroll County, Queen Anne’s County, Charles County and Howard County, which currently includes maximum and medium security facilities and several pre-release units;
- 2.1.1.2.3 The **Baltimore Service Delivery Area** in Baltimore City, which currently contains the Baltimore City Detention Center, the Baltimore Central Booking and Intake Center, The Maryland Correctional Adjustment Center, the Maryland Reception & Diagnostic Center for the State, in addition to minimum security, pre-release and Home Detention Facilities.

- 2.1.1.2.4 The **Western Service Delivery Area** in Washington County and Allegany County, which currently is comprised of medium security facilities, plus minimum security and pre-release facilities in Hagerstown; and in Cumberland Maryland, which currently contains a medium security and a maximum security facility.
  - 2.1.1.2.5 Specific information on facility security designations and populations can be found in Attachment J. The Offeror in submitting its proposal should understand that facility security designations and the populations housed in specific facilities may change from time to time and that changes of that sort do not constitute a change in the scope of services requested by this RFP.
- 2.1.2 Background: The Maryland Department of Public Safety and Correctional Services (DPSCS) is responsible for the State system of incarceration and community corrections. A Cabinet level Secretary heads the Department.
- 2.1.2.1 Within DPSCS is the Division of Correction (DOC). All sentenced inmates in the State serving 18 months or more are sentenced to the DOC. Additionally, any Judge in the State has the discretion to sentence an inmate to DOC where the sentence is between 12 and 18 months. Finally, any person sentenced to incarceration in Baltimore City, regardless of sentence length, must be sentenced to DOC. DOC operates 28 facilities throughout the State. Population figures and projections are contained in this RFP at Attachment K.
  - 2.1.2.2 The Patuxent Institution is also a part of DPSCS, but does not fall within the DOC. Patuxent, a facility for both men and women, has a separate statutory mission associated with treatment services that remediate criminal conduct. Over the years, the Patuxent programs relating to the statutory mission have been supplemented with an acute mental health unit, a mental health “step down” program and a mental health transition unit. Additionally, “residential” drug treatment programs for DOC inmates are located at Patuxent.
  - 2.1.2.3 In 1991, the State assumed control of the Baltimore City Jail and established the Division of Pre-trial Detention and Services (DPDS) in its stead. DPDS operates the Baltimore Central Booking and Intake Center (BCBIC, also referred to as the “Central Booking Intake Facility” or CBIF), and maintaining facilities for both men and women in pre-trial status. Although sentenced to DOC, Baltimore inmates with short sentences may fulfill their incarceration obligation within DPDS.
  - 2.1.2.4 The mission of the Department’s Health Care Program is to prevent illness, promote health and provide care to the sentenced and detained population (inmates) through a competent, efficient and effective system that improves the health of inmates and assists in transitional planning and the classification and management of these individuals consistent with the interests of the public safety.

- 2.1.2.5 The Department of Public Safety and Correctional Services (DPSCS) administers (through contracts with private providers) and monitors a health care system that provides access to and delivers necessary medical, dental and mental health services to the Baltimore City pretrial and Maryland's sentenced populations. Comprehensive, primary, secondary, and specialty health services, as well inpatient services, utilization management services, dental services, social work, mental health services and pharmacy services are provided consistent with generally accepted standards of care in the most cost effective and efficient manner possible. Services include routine, specialty, inpatient and emergency care delivered pursuant to Departmental directives, protocols and standards established by the Maryland Commission on Correctional Standards, provider contracts and other standards of care as specified.
- 2.1.2.6 The Office of Inmate Health Services (OIHS) is the organizational entity in the Department responsible for assuring that these services are provided as required. The OIHS is responsible to the Assistant Secretary of Treatment Services, who reports directly to the Secretary of the Department of Public Safety and Correctional Services. Agency Contract Operations Managers, reporting to the OIHS and assigned to facilities across the State, monitor compliance to standards, the terms of the contract and expectations for the delivery and management of services. The Agency Contract Operations Managers conduct and oversee quality assurance monitoring conducted by the Contractors.
- 2.1.2.7 Care providers (physicians, nurses, dentists and other health care practitioners) are located on site, in numbers and type, consistent with the needs of the inmate population. Health care screening is performed upon admission at all facilities to identify any urgent and emergent conditions requiring immediate attention. Inmate health needs are also assessed on routine and emergency bases to determine the appropriate level of care to be provided.
- 2.1.2.8 The on site care providers evaluate, treat and medically/clinically manage the population as is necessary and appropriate. Routine care provided also includes providing sick call, chronic care clinics and a controlled distribution system for prescribed medications. When it is determined that specialty care is necessary, referrals are made to on site or off site specialists as required. Specialty care and inpatient services, whether at an on site infirmary or through hospitalization, are provided according to medical need when determined necessary through a utilization review process.
- 2.1.2.9 Prior to an inmate's release, health records are screened and reviewed in compliance with Agency's policy and procedures to determine if health conditions exist requiring referral and/or transitional assistance to community medical resources. In those cases, appropriate referrals are made and/or coordinated with Department social work and case management services.

2.1.2.10 Tasks: Because discrete Tasks shall be implemented by the Department through a Notice to Proceed, Section 2.2 will identify those Tasks as follows:

2.1.2.10.1 Any requirement that does not have a task designation specifically assigned (e.g. **Task 2** or **Task 3**, etc.) will be **Task 1** (a core task).

2.1.2.10.2 The Department will provide the Contractor with at least thirty days' notice prior to the desired initiation of any non-core task.

## **2.2 Specific Requirements**

### 2.2.1 MEDICAL CARE SERVICES MODULE

#### 2.2.1.1 GENERAL

2.2.1.1.1 The Contractor shall provide the MEDICAL CARE SERVICES component of the Inmate Health Services Program, including, but not limited to furnishing all primary medical care required by the inmate population, and all supplies, prosthetics, orthotics, wheelchairs and equipment.

2.2.1.1.2 The Contractor shall enter information into the EPHR/HMIS and create the hard copy Patient Health Record for each inmate.

2.2.1.1.3 The Contractor shall use Agency forms unless a form for a particular purpose does not exist. (Attachment L)

2.2.1.1.3.1 Where a form does not exist, the Contractor may develop such a form, but must submit it to the Agency for its approval prior to its use.

2.2.1.1.4 The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department.

2.2.1.1.5 The Contractor shall adhere to and maintain compliance with the following:

2.2.1.1.5.1 Current Consent Decrees,

2.2.1.1.5.2 State laws and regulations,

2.2.1.1.5.3 Maryland Commission on Correctional Standards,

2.2.1.1.5.4 Departmental protocols and directives, and

2.2.1.1.5.5 National Commission on Correctional Health Care (NCCHC) Standards at BCDC and BCBIC.

2.2.1.1.6 The Contractor shall provide programs that comply with ACA standards as applicable. (**Task 2**)

2.2.1.1.7 At the request of the Agency, the Contractor shall provide in-services to Department Staff on subjects related to this Module and of importance to designated staff in the performance of their duties for up to eight hours quarterly in each Service Delivery Area.

2.2.1.1.7.1 The Contractor shall permit Departmental staff to attend the Contractor's Pre-Service and In-Service training as space allows.

2.2.1.1.8 The Contractor must ensure that qualified health professionals will provide those services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs.

2.2.1.1.9 The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.

#### 2.2.1.1.10 QUALIFICATIONS

The Agency may determine whether a person is properly qualified. Qualification decisions shall compare job qualifications to individual skills. A match between qualifications and skills shall determine whether or not the person is properly qualified and suitable. The Contractor shall provide any and all materials requested by the Agency for review when making qualification decisions, including a signed application for employment.

#### 2.2.1.1.11 CREDENTIALS

2.2.1.1.11.1 The Contractor or a subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.

2.2.1.1.11.2 The Contractor shall:

2.2.1.1.11.2.1 Maintain current policies and procedures that define the credentialing process in detail;

2.2.1.1.11.2.2 Assemble, have accessible on site and available for review by the Agency, credentialing information that includes:

2.2.1.1.11.2.2.1 Signed application

2.2.1.1.11.2.2.2 Verification of education and training, work history

2.2.1.1.11.2.2.3 Professional references

- 2.2.1.1.11.2.2.4 Malpractice claims history
- 2.2.1.1.11.2.2.5 Results of a National Practitioner Data Bank Query
- 2.2.1.1.11.2.2.6 Current license to practice
- 2.2.1.1.11.2.2.7 Board or specialty certification
- 2.2.1.1.11.2.2.8 Evidence of review of health status
- 2.2.1.1.11.2.2.9 DEA and CDS certificate(s)
- 2.2.1.1.11.2.2.10 Lack of present illicit drug use
- 2.2.1.1.11.2.2.11 CPR certification.
- 2.2.1.1.11.2.2.12 Maintain credential folders for all health care providers employed by a subcontractor that contain the items required for the Contractor's employees.

#### 2.2.1.1.12 SCREENING

##### 2.2.1.1.12.1 Documentation

2.2.1.1.12.1.1 The Contractor shall provide the Agency with all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:

2.2.1.1.12.1.1.1 Prior to the performance of any services under the contract and

2.2.1.1.12.1.1.2 Within one month of the renewal date of the credential

##### 2.2.1.1.12.2 Criminal History Check

Prior to employment or at any other time, the Contractor shall, upon the Agency's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.

##### 2.2.1.1.12.3 INSTITUTIONAL ACCESS/SECURITY

2.2.1.1.12.3.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services

under this Contract without incurring penalty or cost for exercising this right.

2.2.1.1.12.3.1.1 The Contractor shall be responsible for assuring that the services that that person so removed or denied access are delivered.

2.2.1.1.12.3.2 The Contractor, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region.

2.2.1.1.12.3.3 Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause to terminate the contract for default.

#### 2.2.1.1.12.4 IN-SERVICE

2.2.1.1.12.4.1 The Contractor shall provide its Staff pre-service and annual in-service training on subjects related to this Module, including, but not limited to, suicide prevention, prescribing practices, etc. Under this section, "Staff" means the Contractor's employees, the Contractor's sub-contractors, and the employees of a sub-contractor.

2.2.1.1.12.4.2 At the initiation of the Contract, and within 30 days of a new staff member's beginning to provide service, the Contractor shall provide to the Agency and to each Staff member to be trained a schedule and program for in-service training. Training shall include MCCA compliance, and the applicable practice requirements of any regulatory body.

2.2.1.1.12.4.3 Not later than 30 days after having been informed of any new directives, manuals, policy, protocol and procedure, the Contractor shall provide training on the issue to affected staff.

2.2.1.1.12.4.4 Annual refresher training on directives, manuals, policy, protocol and procedure shall be provided to affected staff.

#### 2.2.1.1.12.5 DOCUMENTATION

The Contractor is responsible for creating and maintaining on site for each of its employees and those of a subcontractor working on site documentation that those persons have received the pre-service and in-service training required by this contract.

#### 2.2.1.1.12.6 SPECIAL TRAINING AUTHORIZATION

- 2.2.1.1.12.6.1 At the written request of the Contractor, the Agency may authorize the Contractor to send providers for in-service training in place of their normal work hours and duties
- 2.2.1.1.12.6.2 The written request for the authorization must be approved, in writing, by the Agency Contract Operations Manager or designee.
- 2.2.1.1.12.6.3 The written request shall include the following information:
  - 2.2.1.1.12.6.3.1 The title or subject, date and time of the training;
  - 2.2.1.1.12.6.3.2 The position(s) covered by the authorization; and
  - 2.2.1.1.12.6.3.3 The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.
- 2.2.1.1.12.6.4 When the training is for more than one day, the Contractor shall provide a plan for service delivery that addresses, to the Agency Contract Operations Manager's satisfaction, how services shall be provided during the absence of the personnel attending the training. The service delivery plan shall accompany the request for Special Training Authorization.
- 2.2.1.1.13 Unless the Agency otherwise permits, all requests for Special Training Authorization shall be made to the Agency at least one month prior to the training date.
- 2.2.1.1.14 The Contractor is responsible for the actions and/or inactions of all of its employees and subcontractors providing services under this contract.
  - 2.2.1.1.14.1 The Contractor shall inform the Agency of all disciplinary actions, including counseling, and legal action(s) taken against the Contractor's health care providers and the health care providers of a subcontractor who provide any services required under this contract.
    - 2.2.1.1.14.1.1 The Contractor shall provide any records related to these actions upon the Agency's request.
- 2.2.1.1.15 Telephone And Utilities
  - 2.2.1.1.15.1 The Agency will provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Agency provides its employees.
  - 2.2.1.1.15.2 The Contractor shall be responsible for the cost of any long distance telephone calls to its own offices.

2.2.1.1.15.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from phones for which the Agency pays the costs.

2.2.1.1.15.3.1 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

2.2.1.2 The Contractor shall not renovate any Agency structure without the written permission of the Agency.

#### 2.2.1.3 INSTRUCTION

The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Health Care Administrator may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate.

#### 2.2.1.4 TRANSITION PLAN

The Contractor shall submit to the Agency for approval a 30-day Transition Plan developed in its proposal under RFP Section 3.4.2.3.9 and designed to provide full services under the Contract beginning July 1, 2005. The Contractor shall implement the Transition Plan during the period from June 1, 2005 through June 30, 2005.

#### 2.2.1.5 STAFFING AND SERVICES

2.2.1.5.1 The Contractor shall have an Agency approved Monthly Facility Services Schedule ("MFSS"). The MFSS shall comply with the Contractor's Staffing and Services Plan submitted in its proposal per the RFP, Section 3.4.2.3.10.

2.2.1.5.1.1 In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the programs and services required by the RFP in the Service Delivery Areas at the various facilities and locations in the facilities.

2.2.1.5.1.2 If requirements or conditions change, the Agency may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.

2.2.1.5.2 The Contractor's administrative staff must spend at least 80% of their time in the Service Delivery Area unless otherwise approved by the Agency Contract Operations Manager (ACOM).

- 2.2.1.5.3 The Contractor must provide management and supervisory personnel with cell phones to assure that such persons are immediately reachable when needed.
- 2.2.1.5.4 The MFSS shall comply with the following requirements:
  - 2.2.1.5.4.1 Provide the full name and credential (e.g. PA, RN, etc) of every individual assigned to a position on the schedule for that month;
    - 2.2.1.5.4.1.1 The Contractor may not place individuals in positions for which they are not qualified or for which they are not properly credentialed. The Contractor shall assure that personnel are qualified and licensed to perform assigned duties.
    - 2.2.1.5.4.1.2 The Agency shall consider for approval qualified healthcare personnel to be employed on a PRN or temporary basis. The Contractor shall use only those pre-approved employees to staff vacant positions within the Service Delivery Area.
      - 2.2.1.5.4.1.2.1 These personnel shall fill a specific position that has a defined position description approved by the Agency as described in the Contractor's Personnel Manual.
  - 2.2.1.5.4.2 Provide the times and locations of all clinic services to be provided;
  - 2.2.1.5.4.3 Provide the time and locations of all training activities, and administrative, clinical and management meetings;
  - 2.2.1.5.4.4 Be delivered to the ACOM not later than 10 days prior to the first day of the beginning of the service month addressed by the MFSS.
  - 2.2.1.5.4.5 MFSS Adjustments
    - 2.2.1.5.4.5.1 The Contractor may adjust the MFSS for any Provider upon verbal approval of the Agency Contract Operations Manager.
      - 2.2.1.5.4.5.1.1 If the Agency Contract Operations Manager cannot be reached, the Agency Health Care Administrator; the Agency Medical Director or designee, or the Director of the Office of Inmate Health Care may act in the Agency Contract Operations Manager's place.
    - 2.2.1.5.4.5.2 The verbal approval is not effective until confirmed by the Contractor in writing to the Agency within 10 workdays of the Agency's verbal approval, and the Agency approves the Contractor's written confirmation.

2.2.1.5.4.5.3 The Contractor shall provide a staffing report by position, indicating position hours not properly filled, on the 10<sup>th</sup> day of the month following the month being reported.

#### 2.2.1.5.5 Time and Attendance System

2.2.1.5.5.1 Unless otherwise permitted by the Agency, within 30 days after the beginning of this contract, the Contractor shall install and use an automated time and attendance system of any type at each facility listed in ATTACHMENT J.

#### 2.2.1.5.5.2 Time Reporting

2.2.1.5.5.2.1 The Agency may, at any time, require that each employee of the Contractor or of a subcontractor use any automated timekeeping system owned by the State in order to verify the hours worked by the employee.

2.2.1.5.5.2.2 Notwithstanding the use of any State owned or operated automated timekeeping system, each person employed by the Contractor or a subcontractor shall sign-in and sign-out on forms provided by the Agency whenever such person enters or leaves a work site.

2.2.1.5.5.2.3 Each person signing in or signing out shall legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.

2.2.1.5.5.2.4 No person shall sign-in, sign-out, clock-in or clock-out for any other person.

2.2.1.5.5.2.5 In addition to the manual sign-in-sign-out system, each employee of the Contractor or subcontractor shall also clock in and clock out when entering or leaving the institution at all institutions where time clocks are used.

#### 2.2.1.6 PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT

2.2.1.6.1 The Contractor shall provide professional management services to support the inmate health care program.

2.2.1.6.2 The Contractor shall provide, as necessary to assure the effective functioning of programs and services:

2.2.1.6.2.1 Periodic administrative and clinical management meetings;

2.2.1.6.2.2 Periodic in-service training for nurses and clinicians;

2.2.1.6.2.3 A comprehensive orientation program for new staff;

- 2.2.1.6.2.3.1 The Contractor's staff must participate in the Department's security orientation and training for up to 40 hours each year.
- 2.2.1.6.2.4 Periodic quality improvement, audits, inspections and reporting programs; and
- 2.2.1.6.2.5 A continuous recruitment program.
- 2.2.1.6.3 The Contractor shall provide to its staff, and its staff shall abide by, Agency approved, comprehensive Protocol and Procedure Manuals, including, but not limited to those regarding:
  - 2.2.1.6.3.1 Care of the Pregnant Inmate,
  - 2.2.1.6.3.2 Continuous Quality Improvement,
  - 2.2.1.6.3.3 Dental Services,
  - 2.2.1.6.3.4 Dialysis,
  - 2.2.1.6.3.5 Emergency Care,
  - 2.2.1.6.3.6 Medical Component,
  - 2.2.1.6.3.7 Mental Health Component,
  - 2.2.1.6.3.8 Emergency Management Plan,
  - 2.2.1.6.3.9 Equipment and Supply Inventory Control,
  - 2.2.1.6.3.10 Health Education Program,
  - 2.2.1.6.3.11 Infectious Disease,
  - 2.2.1.6.3.12 Infirmary Care,
  - 2.2.1.6.3.13 Medical Diet
  - 2.2.1.6.3.14 Medical Records,
    - 2.2.1.6.3.14.1 In addition to other requirements, the manual regarding medical records shall require the Contractor's staff to use ICD 9 CM codes to describe diseases and injuries and CPT codes to describe procedures performed by physicians and other medical professionals.
  - 2.2.1.6.3.15 Nursing,

- 2.2.1.6.3.16 Palliative Care,
- 2.2.1.6.3.17 Personnel Policies and Procedures,
- 2.2.1.6.3.18 Pharmaceuticals,
- 2.2.1.6.3.19 Physician Assistant/Nurse Practitioner,
- 2.2.1.6.3.20 Radiology,
- 2.2.1.6.3.21 Risk Management and Mortality Review,
- 2.2.1.6.3.22 Utilization Management,
  - 2.2.1.6.3.22.1 Peer Review Component,
  - 2.2.1.6.3.22.2 Pre-certification

This section of the utilization management manual shall require pre-certification by the Utilization Management Contractor for the following:

- 2.2.1.6.3.22.2.1 Hospital Admissions,
- 2.2.1.6.3.22.2.2 Infirmery Admissions,
- 2.2.1.6.3.22.2.3 Twenty-three (23) Hour Admissions,
- 2.2.1.6.3.22.2.4 Specialty Diagnostics and Imaging Services,
- 2.2.1.6.3.22.2.5 Surgeries,
- 2.2.1.6.3.22.2.6 Outpatient Procedures and Consultations,
- 2.2.1.6.3.22.2.7 Noting whether these were accomplished onsite, offsite, or via telemedicine.
- 2.2.1.6.3.22.2.8 Retrospective Certifications
  - 2.2.1.6.3.22.2.8.1 The Contractor will immediately submit information on all emergency room admissions and all infirmery admissions, which were not pre-certified to the Utilization Management Provider.
  - 2.2.1.6.3.22.2.9 The Contractor shall be responsible to pay bills for any admissions not approved by the Utilization Management Provider.

- 2.2.1.6.4 The Contractor shall manage a program for continuous quality improvement and professional peer review as outlined in its manual.
- 2.2.1.6.4.1 The Contractor shall include monthly CQI meetings on its MFSS to review measures of performance and to develop and monitor and measure quality improvement outcomes.
- 2.2.1.6.5 The Contractor shall facilitate quarterly Multidisciplinary Continuous Quality Improvement Committee meetings and reviews in each Service Delivery Area to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.
- 2.2.1.6.5.1 The Service Delivery Area's Medical Director shall chair the Area Quality Improvement Committee. Membership shall include but not be limited to:
- 2.2.1.6.5.1.1 The Warden/Designee, (State Position)
  - 2.2.1.6.5.1.2 The Area's Medical Care Services Manager,
  - 2.2.1.6.5.1.3 The Area Director of Nursing,
  - 2.2.1.6.5.1.4 The Area Dentist,
  - 2.2.1.6.5.1.5 The Area Pharmacist,
  - 2.2.1.6.5.1.6 The Area Psychiatrist,
  - 2.2.1.6.5.1.7 The Area Psychologist (State Position),
  - 2.2.1.6.5.1.8 The Area EPHR/HMIS Manager,
  - 2.2.1.6.5.1.9 The Area Utilization Management Manager,
  - 2.2.1.6.5.1.10 The Agency Quality Improvement Manager, (State Position)
  - 2.2.1.6.5.1.11 The Agency Contract Operations Manager, (State Position)
  - 2.2.1.6.5.1.12 Representatives from other departments as appropriate for the facility.
- 2.2.1.6.5.2 The committee shall perform the following functions:
- 2.2.1.6.5.2.1 Review the total health care operation;

- 2.2.1.6.5.2.2 Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's Quality Improvement Manager;
- 2.2.1.6.5.2.3 Analyze issues referred to it or identified through the quality improvement process;
- 2.2.1.6.5.2.4 Take corrective actions and evaluate their effectiveness; and
- 2.2.1.6.5.2.5 Document and report all activities in committee minutes.
- 2.2.1.6.5.3 The Contractor shall participate, as required by the Agency, in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities.
  - 2.2.1.6.5.3.1 Adherence to ACA standards. (**Task 2**).
- 2.2.1.6.5.4 The Contractor shall provide the Department's Quality Improvement Manager documentation of an appropriate quality improvement program for subcontractors, which shall include but not be limited to off-site hospitals, specialty physicians, laboratory, et. al.
- 2.2.1.6.5.5 The Contractor shall attend monthly Service Delivery Area Contract Compliance Manager meetings to review significant issues and new developments, and provide feedback relative to the Quality Improvement Program so that any deficiencies or recommendations may be addressed.
- 2.2.1.6.5.6 The Contractor shall submit a monthly incident review report (by the fifth day of the following month) to the Director of the Office of Inmate Health Services detailing (i.e. inmate names and numbers, names of staff involved, dates, times) all adverse incidents, including, but not limited to:
  - 2.2.1.6.5.6.1 Deaths,
  - 2.2.1.6.5.6.2 Assaults on contractor staff,
  - 2.2.1.6.5.6.3 Inmate assaults requiring medical treatment,
  - 2.2.1.6.5.6.4 Post “use of force” examinations,
  - 2.2.1.6.5.6.5 Complaints about service,
  - 2.2.1.6.5.6.6 Emergency Responses,
    - 2.2.1.6.5.6.6.1 Ambulance,

2.2.1.6.5.6.6.2 On call,

2.2.1.6.5.6.7 Lapses in protocol and procedure,

2.2.1.6.5.6.8 Exposures to infectious diseases,

2.2.1.6.5.6.8.1 Prophylaxis administration,

2.2.1.6.5.6.9 Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.),

2.2.1.6.5.6.10 Patient Clinical Case Conferences.

#### 2.2.1.6.6 Peer Review

2.2.1.6.6.1 An appropriate, clinically equivalent clinician, designated by the Utilization Management Contractor, shall review the work of all practicing physician and midlevel providers on an annual basis.

2.2.1.6.6.2 The results shall be communicated to the Contractor, to the providers and to the Agency within 15 days of the anniversary of the provider's entrance on duty date.

#### 2.2.1.6.7 Infection Control

The Contractor shall manage an infection control program in compliance with CDC guidelines and OSHA regulations, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws and Agency policy and guidelines.

#### 2.2.1.6.8 Grievances/Complaints

Upon the Agency's request, the Contractor shall investigate complaints made by inmates and other persons in interest regarding any aspect of the Medical Services health care delivery system and respond to the Agency within ten days of receipt of the request. The Agency, in its sole discretion, may direct that the Contractor take specified action with regard to a complaint.

#### 2.2.1.6.9 Policy and Procedures Review

2.2.1.6.9.1 The Contractor shall review all Manuals and administrative and operational policies and procedures on a continuing basis according to its review schedule.

2.2.1.6.9.1.1 Reviews shall occur at intervals of no less than every 12 months.

- 2.2.1.6.9.2 Statements signed by the Contractor's Medical Director and the Contractor's Senior Administrator in Maryland confirming that such a review has been conducted, along with the revised documents, shall be submitted to the Agency by the scheduled review date.
- 2.2.1.6.9.3 The statement shall specifically note what changes have been made and where the changes may be found in the document.
- 2.2.1.6.9.4 The policies and procedures shall meet ACA standards and **(Task 2)** and applicable Maryland statutes, regulations, policies and guidelines.
- 2.2.1.6.9.5 The Agency reserves the right to approve or withhold approval policies and procedures of the Contractor.
- 2.2.1.6.10 Strategic Planning and Consultation
  - 2.2.1.6.10.1 The Contractor shall provide strategic operational planning and clinical and administrative consultation at the Agency's request.
  - 2.2.1.6.10.2 The Contractor shall, at the Agency's request, participate in the development and transition plan for any new facility and shall send a representative to related meetings.
- 2.2.1.6.11 Risk Management and Mortality Review
  - 2.2.1.6.11.1 The Contractor shall manage a formal mortality review process consistent with its Agency approved manual.
  - 2.2.1.6.11.2 Mortality Review reporting shall be submitted to the Agency as required by Agency policy (DPSCSD 130-100, §166).
- 2.2.1.6.12 Pharmacy and Therapeutics
  - 2.2.1.6.12.1 The Contractor shall participate in a Pharmacy And Therapeutics Committee, which shall be responsible for additions and deletions to formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.
    - 2.2.1.6.12.1.1 The Committee shall meet quarterly.
- 2.2.1.6.13 Safety and Sanitation Inspections
  - 2.2.1.6.13.1 The Contractor shall coordinate monthly Safety and Sanitation Inspections of the institution's health service areas, with designated DOC personnel. The Contractor shall make appropriate recommendations for corrections on deficiencies noted.

- 2.2.1.6.13.2 The Contractor will submit a report on its findings to the Services Delivery Area Multidisciplinary Continuous Quality Improvement Committee.
- 2.2.1.7 BCBIC SALLYPORT TRIAGE
  - 2.2.1.7.1 The Contractor shall conduct a cursory triage of each arrestee prior to the booking process and refuse admission to any arrestee whose condition the Contractor determines is so serious that the arrestee should first be cleared at a hospital prior to being booked according to the arrestee Accept/Reject Policy criteria.
    - 2.2.1.7.1.1 The appropriate provider for triage shall be used as noted in the Arrestee Accept/Reject Policy. (Attachment M)
    - 2.2.1.7.1.2 All pregnant arrestees shall be identified and triaged according to the DPSCS OBGYN guidelines and Arrestee Accept /Reject Policy.
    - 2.2.1.7.1.3 The Contractor shall be responsible for all costs (medical, police transportation costs etc.) related to inmates who have been rejected but are later determined by the Department's Medical Director to have been appropriate for admission. The decision of the Department's Medical Director shall be final.
  - 2.2.1.7.2 The Contractor shall maintain an electronic record, containing pertinent information of every individual refused admission.
  - 2.2.1.7.3 If the individual is accepted for admission, the Contractor shall determine the appropriate housing classification for the inmate after conducting the appropriate reception screening process.
  - 2.2.1.7.4 The Contractor shall make daily rounds at BCBIC to check on any arrestee who has been there for longer than 24 hours.
    - 2.2.1.7.4.1 The Contractor shall assure that those arrestees requiring continued treatment receive such necessary treatment until they are either released from custody or admitted to BCDC.
  - 2.2.1.7.5 Bedside Commitments
    - 2.2.1.7.5.1 On those occasions when the court commits an individual who is hospitalized and has not been admitted to any DPSCS facility to the Department, the Medical Services Contractor shall collaborate with the Utilization Management Services Contractor in monitoring that individual's treatment, readiness to be admitted to the appropriate DPSCS facility and to develop a plan of care for the individual.

- 2.2.1.7.5.2 The Utilization Management Contractor shall determine when the individual is to be discharged and admitted to a DPSCS infirmary.
  - 2.2.1.7.5.2.1 If the Medical Care Services Contractor disagrees with the Utilization Management Services Contractor's assessment, it may file an appeal with the Agency, for review by the DPSCS Medical Director whose decision shall be final.
    - 2.2.1.7.5.2.1.1 If the Medical Director determines that the patient should have been returned to the infirmary at the time the patient was determined to be ready for return by the Utilization Management Contractor, the Medical Care Services Contractor shall be responsible for any costs incurred between that time and the time the patient actually returns.
- 2.2.1.8 INTAKE
  - 2.2.1.8.1 Medical Intake Reception (Health Examination)
    - 2.2.1.8.1.1 Within the first two hours after an inmate is received at a facility, the Contractor shall perform a receiving screening and make such referral for Medical, Mental Health Services or Dental Services as required.
      - 2.2.1.8.1.1.1 The Screening shall include the following:
        - 2.2.1.8.1.1.1.1 An individual and confidential interview using the DPSCS Receiving Screening Form;
        - 2.2.1.8.1.1.1.2 Measurement and documentation of vital signs by nursing personnel: BP, Pulse, Respiration, Temperature;
        - 2.2.1.8.1.1.1.3 Completion of the Mental Health Questionnaire designated by the Agency (Form 130-100 bR);
          - 2.2.1.8.1.1.1.3.1 The Contractor shall immediately refer for Mental Health assessment any inmates identified as having a current mental illness or whose screening indicates the possibility of a mental illness, suicide ideation and/or unstable mental health condition.
          - 2.2.1.8.1.1.1.3.2 The Contractor will adhere to the requirements of the "Suicide Prevention Program Directive" found at Attachment DD of this RFP.
        - 2.2.1.8.1.1.1.4 Initiation/performance of diagnostic testing to include:
          - 2.2.1.8.1.1.1.4.1 PPD planting/reading within 72 hours and chest x-rays for PPD positives within 5 days;

2.2.1.8.1.1.1.4.2 RPR collection;

2.2.1.8.1.1.1.4.3 Pregnancy test.

#### 2.2.1.8.1.1.2 Medication Continuation

2.2.1.8.1.1.2.1 The Contractor shall conduct an evaluation of urgent medications required by the inmate for chronic disease maintenance and infectious disease care and provide those medications required for health maintenance during the reception screening process.

2.2.1.8.1.1.2.2 Medications brought in or self-reported shall be verified and documented.

2.2.1.8.1.1.2.3 Emergency medication related to other conditions shall be provided.

#### 2.2.1.8.1.2 Heat Stratification

The Contractor shall designate heat stratification levels for each inmate screened and inform custody of that stratification according to DPSCS policy and guidelines.

#### 2.2.1.8.1.3 Intoxication and Withdrawal

All inmates received at any facility with evidence of intoxication or withdrawal secondary to substance abuse shall be provided immediate, medically necessary and appropriate treatment, including detoxification from opiate and alcohol dependence consistent with the requirements of law (Annotated Code of Maryland, Correctional Services Article §9-603) and Departmental policy (DPSCSD 130-100, §118).

#### 2.2.1.8.1.4 Pregnant Arrestees

All pregnant arrestees shall be identified and triaged according to the DPSCS OBGYN guidelines (DPSCSD 130-100, §134).

#### 2.2.1.8.2 Medical Intake Evaluation (Health Examination)

2.2.1.8.2.1 The Contractor shall complete medical intake evaluations upon reception at any facility to identify acute and chronic medical, mental health and dental conditions requiring treatment and to classify inmates as to medical risk and appropriateness for special programs and housing assignment.

- 2.2.1.8.2.2 The Contractor shall complete a medical health examination on all inmates, including parole violators and escapees, within 7 days, or earlier as necessary, of the inmate's entrance into a DPSCS facility from any source.
- 2.2.1.8.2.3 The Contractor shall provide medical intake evaluations every day.
- 2.2.1.8.2.4 The findings of the medical intake screening and evaluation process shall be entered into the patient health record on forms approved by the Agency.
  - 2.2.1.8.2.4.1 Appropriate disposition and follow up requirements shall be documented immediately.
- 2.2.1.8.3 Dental Exams, Oral Screening, and Initial Examination
  - 2.2.1.8.3.1 Physicians or mid-level providers shall conduct an oral screening at the time of reception to determine if there are acute dental needs and shall refer for care if problems are identified.
  - 2.2.1.8.3.2 Twenty-four hour emergency dental care shall be provided to all inmates in all facilities. If indicated, hospital-based emergency care shall be provided.
  - 2.2.1.8.3.3 The findings of the Dental Exams Oral Screening and Initial Examination process shall be entered into the patient health record immediately.
    - 2.2.1.8.3.3.1 Appropriate disposition and follow up requirements shall be documented immediately using an Agency approved charting system and immediately forwarded to the Dental Services Provider. (DPSCS Form 130-101 aR)
- 2.2.1.9 DISPENSARY
  - 2.2.1.9.1 General
    - 2.2.1.9.1.1 The Contractor shall provide access to health care for all inmates.
    - 2.2.1.9.1.2 The Contractor shall provide periodic medical evaluations to those inmates identified by the Agency, for the purpose of providing preventive health care and to identify new medical problems.
    - 2.2.1.9.1.3 The Contractor shall conduct a transfer or release assessment, using forms required by the Department, within 12 hours of having been notified of such transfer or release, to ensure continuity of care within the Agency and upon release to the community. (DPSCS Form 130-237aR - Continuity of Care; DPSCS Form 130-231aR – Transfer)

2.2.1.9.1.4 The Contractor shall identify and treat terminally ill inmates and shall participate with the Mental Health Services, Social Work Service, where available, and others in the development of a Plan of Care and Support Services according to the guidelines in the Palliative Care policy for DPSCS. (DPSCSD 130-100, §162)

#### 2.2.1.9.2 Operation

2.2.1.9.2.1 The Contractor shall operate dispensaries in the following locations:

##### 2.2.1.9.2.1.1 Baltimore Service Delivery Area

- 2.2.1.9.2.1.1.1 BCDC
- 2.2.1.9.2.1.1.2 BCBIC (CBIF)
- 2.2.1.9.2.1.1.3 MTC
- 2.2.1.9.2.1.1.4 MRDCC
- 2.2.1.9.2.1.1.5 BCCC
- 2.2.1.9.2.1.1.6 BPRU
- 2.2.1.9.2.1.1.7 HDU
- 2.2.1.9.2.1.1.8 MCAC
- 2.2.1.9.2.1.1.9 BPRUW

##### 2.2.1.9.2.1.2 Eastern Service Delivery Area.

- 2.2.1.9.2.1.2.1 ECI East Compound
- 2.2.1.9.2.1.2.2 ECI West Compound
- 2.2.1.9.2.1.2.3 PHPRU
- 2.2.1.9.2.1.2.4 ECI Annex

##### 2.2.1.9.2.1.3 Western Service Delivery Area

- 2.2.1.9.2.1.3.1 MCIH (Hagerstown)
- 2.2.1.9.2.1.3.2 MCTC (Hagerstown)
- 2.2.1.9.2.1.3.3 RCI (Hagerstown)
- 2.2.1.9.2.1.3.4 WCI (Cumberland)
- 2.2.1.9.2.1.3.5 NBCI (Cumberland) (**Task 6**)

##### 2.2.1.9.2.1.4 Jessup Service Delivery Area

- 2.2.1.9.2.1.4.1 BCF
- 2.2.1.9.2.1.4.2 MCIJ
- 2.2.1.9.2.1.4.3 MCIW
- 2.2.1.9.2.1.4.4 MHC
- 2.2.1.9.2.1.4.5 MHCX
- 2.2.1.9.2.1.4.6 PATX
- 2.2.1.9.2.1.4.7 EPRU
- 2.2.1.9.2.1.4.8 HTCBC

- 2.2.1.9.2.1.4.9 SMPRU
- 2.2.1.9.2.1.4.10 CLF
- 2.2.1.9.2.1.4.11 JPRU

## 2.2.1.10 SICK CALL SERVICES

### 2.2.1.10.1 General

- 2.2.1.10.1.1 The Contractor shall gather and a Registered Nurse shall triage and stamp by date and time of triage all sick call slips daily.
- 2.2.1.10.1.2 Those sick call slips determined not to constitute an emergency shall be scheduled for a sick call clinic so that the inmate shall be seen within 48 hours if submitted Sunday through Thursday or 72 hours if submitted on Friday, Saturday or a holiday. If pertaining to mental health or dental concerns, the sick call slip shall be delivered to the mental health or dental provider immediately.
- 2.2.1.10.1.3 If the Contractor determines that the sick call slip complaint constitutes an emergency, the Contractor shall immediately notify the appropriate provider of services.
- 2.2.1.10.1.4 The Contractor shall maintain, using MS Excel, an electronic log of all slips and referrals if such a log is not available in the EPHR/HMIS system. The log shall contain, at a minimum, the following:
  - 2.2.1.10.1.4.1 Inmate name and number,
  - 2.2.1.10.1.4.2 Date sick call slip was submitted,
  - 2.2.1.10.1.4.3 Nature of complaint,
  - 2.2.1.10.1.4.4 Triage decision
  - 2.2.1.10.1.4.5 Date scheduled to be seen,
  - 2.2.1.10.1.4.6 Date of referral to provider to include name, if known, and provider discipline,
  - 2.2.1.10.1.4.7 Date of triage decision,
  - 2.2.1.10.1.4.8 Name and credential of person making the triage decision.

### 2.2.1.10.2 General Population

- 2.2.1.10.2.1 The Contractor shall provide sick call clinics five days a week, as scheduled on the MFSS and approved by the ACOM.

- 2.2.1.10.2.2 Each sick call clinic shall continue until it is completed, i.e. when each inmate scheduled to be seen during that sick call clinic, and who shows up for the appointment, has been seen.

### 2.2.1.10.3 Special Confinement

- 2.2.1.10.3.1 Special confinement inmates in all facilities shall be provided scheduled and unscheduled sick call, equivalent to the sick call services available to the general population in the facility.
- 2.2.1.10.3.2 A Registered Nurse or higher level provider shall conduct rounds in each Special Confinement Area daily.
- 2.2.1.10.3.3 The provider making the rounds shall have visual contact with each inmate and shall make a verbal inquiry as to the inmate's health condition.
- 2.2.1.10.3.4 Special Confinement Area rounds shall be documented on a Special Confinement form and entered into an electronic record on a daily basis. (Form 130-100-1)

#### 2.2.1.10.3.4.1 Special Confinement round documentation shall:

- 2.2.1.10.3.4.1.1 Include a disposition related to the inmate's complaints and the name and title of the employee making the rounds, and
- 2.2.1.10.3.4.1.2 Note that visual and verbal contact did occur.

### 2.2.1.11 INFIRMARY CARE

#### 2.2.1.11.1 General

- 2.2.1.11.1.1 The Contractor shall provide treatment to inmates with acute and sub-acute medical problems or other medical or health problems that are unmanageable in the general population in infirmaries designated by the Agency, unless hospitalization is medically indicated.
- 2.2.1.11.1.2 The Contractor shall create and maintain a Record/Chart for each patient in the infirmary to be maintained in the infirmary until the patient is released, at which time it is forwarded for incorporation into the Patient Health Record.

#### 2.2.1.11.2 Infirmary Locations

The Contractor shall operate licensed medical infirmaries for the inmates assigned to them by the Agency in consultation with the Contractor, as follows:

2.2.1.11.2.1 Baltimore Service Delivery Area

2.2.1.11.2.1.1 A 48 bed medical infirmary at MTC for male inmates.

2.2.1.11.2.1.2 A shared 12 bed mental health/medical infirmary at BCDC for female inmates.

2.2.1.11.2.2 Eastern Service Delivery Area

2.2.1.11.2.2.1 A 22 bed medical infirmary at ECI for male inmates.

2.2.1.11.2.3 Jessup Service Delivery Area

2.2.1.11.2.3.1 A 12 bed medical infirmary at MCIW for female inmates.

2.2.1.11.2.3.2 A 22 bed medical infirmary at MHC for male inmates.

2.2.1.11.2.3.3 A 6 bed medical infirmary at MHCX for male inmates.

2.2.1.11.2.4 Western Service Delivery Area

2.2.1.11.2.4.1 A 17 bed medical infirmary at MCIH for male inmates.

2.2.1.11.2.4.2 A 28 bed medical infirmary at WCI for male inmates.

2.2.1.12 Respiratory Isolation

2.2.1.12.1 General

The Contractor shall provide treatment to inmates whose medical conditions require that they be housed in respiratory isolation cells designated by the Agency, as part of the infirmary care program, unless hospitalization is medically indicated.

2.2.1.12.2 Respiratory Isolation Locations

The Contractor shall operate respiratory isolation cells for the inmates assigned to them by the Agency in consultation with the Contractor, as follows:

2.2.1.12.2.1 Baltimore Service Delivery Area

2.2.1.12.2.1.1 MTC – 6 beds.

2.2.1.12.2.2 Eastern Service Delivery Area

2.2.1.12.2.2.1 ECI, East Compound – 4 beds with 24 additional beds available if needed in an emergency.

2.2.1.12.2.3 Western Service Delivery Area

2.2.1.12.2.3.1 MCIH (Hagerstown) – 5 beds,

2.2.1.12.2.3.2 WCI (Cumberland) – 12 beds.

2.2.1.12.2.4 Jessup Service Delivery Area

2.2.1.12.2.4.1 MCIW – 6 beds,

2.2.1.12.2.4.2 MHCX – 6 beds.

2.2.1.12.3 The Contractor shall utilize facility isolation units to their fullest extent consistent with acceptable medical standards. Those inmates requiring care beyond the capability of the infirmary shall be hospitalized at licensed community facilities.

2.2.1.12.4 The Contractor shall be responsible for obtaining and maintaining licensure and certification for infirmary and isolation units as required.

2.2.1.12.5 The Contractor shall provide a medical consult to all patients admitted to mental health infirmaries within 24 hours of notification of such an admission by the mental health provider.

#### 2.2.1.13 METHADONE MAINTENANCE AND DETOXIFICATION PROGRAMS

2.2.1.13.1 The Contractor shall obtain and maintain the necessary licenses and certifications and shall be responsible for storing, administering and dispensing methadone in all intake and pretrial facilities.

2.2.1.13.2 The Contractor shall coordinate and cooperate with community resources and programs to verify a pretrial detainee's participation in a methadone program and provide the appropriate methadone maintenance dosage until the detainee's term of confinement has been determined. **(Task 3)**

2.2.1.13.3 The Contractor shall provide methadone detoxification, in accordance with Md. Ann. Code, Correctional Services Article, § 9-603, pursuant to acceptable medical standards, for those individuals who will be incarcerated for a substantial period of time.

2.2.1.13.4 The Contractor shall provide methadone maintenance services and methadone detoxification services to pregnant women, as appropriate, and in accordance with Maryland law, until such time as it is no longer medically necessary. **(Task 3)**

#### 2.2.1.14 HOSPITAL/SPECIALTY CARE

- 2.2.1.14.1 The Contractor shall refer inmates for specialty and hospital services in a timely manner when medically indicated. The Contractor shall also refer inmates for subspecialty services as medically indicated. DPSCSD130-100, §126
- 2.2.1.14.2 The Contractor shall follow the guidelines of the Agency's Utilization Management Services provider for the delivery of secondary medical services.
- 2.2.1.14.3 Whenever feasible, the Contractor shall operate on-site specialty clinics at the Department's facilities. Specialty clinics that are currently provided onsite are listed in Attachment N. Specialty services that are required include: dialysis, physical therapy, OB/GYN and optometry and Infectious Disease. (DPSCSD 130-100 §118)
- 2.2.1.14.4 The Contractor's MFSS shall contain the schedule for all specialty clinics.
- 2.2.1.14.5 The Contractor shall be responsible for providing all equipment and supplies used or ordered by a specialist, including recommended prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, wheel chairs etc. Prosthetic devices shall be supplied when the health of the inmate would be adversely affected without them. All equipment and supplies purchased under this contract become the property of the State.

#### 2.2.1.15 TELEMEDICAL SERVICES (Task 4)

- 2.2.1.15.1 The Contractor shall use available telemedical services whenever possible to avoid transporting inmates for outpatient consultations.
- 2.2.1.15.2 The Contractor shall maintain an electronic log documenting the use of telemedical equipment, to include, but not be limited to the following:
  - 2.2.1.15.2.1 The date used,
  - 2.2.1.15.2.2 The location of where it was used (e.g. infirmary, office, exam room, etc.)
  - 2.2.1.15.2.3 The time used,
  - 2.2.1.15.2.4 Reason for use (e.g. in-service, HIV consult, outpatient specialty consult, etc.)
  - 2.2.1.15.2.5 Inmate name and number,
  - 2.2.1.15.2.6 Participants.

#### 2.2.1.16 EMERGENCY MEDICAL CARE (DPSCSD 130-100, §140)

- 2.2.1.16.1 The Contractor shall treat and stabilize persons requiring emergent or urgent care.
- 2.2.1.16.2 The Contractor is responsible for providing emergency room services when clinically indicated. The Contractor shall ensure the availability of emergency treatment through predetermined arrangements with local hospitals in collaboration with the Utilization Management Services provider.
- 2.2.1.16.3 The Contractor shall have physicians on call 24 hours per day. The Contractor shall manage life-threatening emergencies by using the 911 emergency services established by MIEMSS.
- 2.2.1.16.4 The Contractor shall coordinate all emergency transfers with security staff. All 911 events shall be incorporated into the CQI minutes and reviewed and submitted to the ACOM along with a copy of the ER documentation record.
- 2.2.1.16.5 The Contractor shall provide emergent care to Agency employees and visitors until they can be transported to a community provider.
- 2.2.1.16.6 The Contractor shall document in the inmate's Patient Health Record and in the Electronic Patient Health Record, when available, all emergency services provided the inmate.
- 2.2.1.16.7 The Contractor shall provide trained on site medical personnel to operate emergency equipment at all times when the Contractor is required to be on site at the institution.
- 2.2.1.16.8 The Contractor shall maintain and test all emergency medical equipment weekly, maintain emergency carts and AEDs per DPSCS guidelines and manufacturer's recommendations, and maintain, readily available for review, documentation that this has been done.
- 2.2.1.17 AMBULANCE/TRANSPORTATION SERVICES
  - 2.2.1.17.1 The Contractor shall provide ambulance services operated by personnel trained in basic or advanced life support and certified by the State for non-life threatening emergencies and any other transport of inmates with serious medical or psychiatric conditions.
    - 2.2.1.17.1.1 In subcontracting with an ambulance services provider, the Contractor must, after obtaining three bids on ambulance services, select the bidder offering the least cost for comparable services.
  - 2.2.1.17.2 The Contractor shall arrange for transportation by ambulance, medivac helicopter, or any other means necessary and appropriate for any inmate

whom the Agency cannot safely transport because of the inmate's physical condition or emergent situation.

- 2.2.1.17.3 The Agency, in its sole discretion, shall determine when the Agency cannot provide adequate transportation for an inmate because of the inmate's medical condition. The Agency may then require that the Contractor provide transportation under paragraph 2.2.1.17.2.

#### 2.2.1.18 ON CALL COVERAGE

The Contractor shall provide on-call physicians to deliver on-call coverage whenever a physician is not present at an institution. The on-call physician shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on-call physician shall report to the institution within one hour after notification.

#### 2.2.1.19 EMERGENCY PREPAREDNESS (DPSCSD 130-100, §140)

- 2.2.1.19.1 The Contractor shall implement, as necessary, treatment and evacuation procedures for both individual and multiple casualties, consistent with the Agency's and the specific facility's Emergency Preparedness Plan.
- 2.2.1.19.2 The Contractor shall conduct a mock disaster drill annually at each facility in collaboration with security staff.
- 2.2.1.19.3 The Contractor shall ensure that medical personnel are available to provide health care services on-site as required by this Contract during severe weather, natural disasters and other emergencies.
- 2.2.1.19.4 The Contractor shall participate in all regional and statewide institutional emergency services plan rehearsals.
- 2.2.1.19.5 The Contractor shall document and critique the responses of the health care staff to disasters and disaster drills, shall develop corrective action plans as necessary to correct deficiencies and shall submit a comprehensive report to the Agency within thirty (30) days of the activity.
- 2.2.1.19.6 The Contractor shall document and critique the response of the health care staff to one "man down" drill per shift per year, shall develop corrective action plans as necessary and shall submit these to the Agency within 30 days of the activity.
- 2.2.1.19.7 The Contractor, as part of its emergency management plan, shall plan for mass outbreaks of infectious disease, showing plans for the use of the 24 available respiratory isolation beds in the Eastern Services Delivery Area as

well as other areas in the various facilities, in collaboration with the Department of Health and Mental Hygiene (DHMH) and MIEMSS.

#### 2.2.1.20 INJURIES/SECURITY-RELATED ISSUES

- 2.2.1.20.1 The Contractor shall evaluate and treat all inmate, visitor, employee and staff injuries as is medically necessary and appropriate, and shall make appropriate referrals and complete reports as required by the Agency
- 2.2.1.20.2 The Contractor shall respond to all use of force and similar incidents. Subsequent to each incident, the Contractor shall evaluate and treat inmates and staff, as necessary, and shall document the Contractor's actions, consistent with good medical practice, in the medical file or elsewhere as appropriate.
- 2.2.1.20.3 The Contractor shall provide necessary medical care, including infirmary placement, if appropriate, to all injured inmates.

#### 2.2.1.21 INFECTION CONTROL PROGRAM (DPSCSD 130-200)

The Contractor shall operate a comprehensive infection control program that ensures that communicable diseases are appropriately diagnosed, treated, and controlled to prevent and minimize infectious disease outbreaks.

##### 2.2.1.21.1 Infection Control Staff Responsibilities

- 2.2.1.21.1.1 The Contractor shall provide staff specifically oriented and trained to comprehensively support the Agency's Infection Control Program as outlined in the DPSCS Infection Control Manual 130-200.
- 2.2.1.21.1.2 The Contractor's Medical Director, Director of Nurses and Infection Control Coordinator shall be responsible for the overall management of the Infection Control Program activities within each Service Delivery Area throughout DPSCS.
- 2.2.1.21.1.3 The Contractor's Infection Control staff shall be responsible for the on site clinical case management of infectious disease patients identified for infectious disease consultation regardless of mode of consultation (e.g. Telemedicine, on site consult, off site consult, etc.), for inmates with HIV/AIDS, hepatitis virus, tuberculosis disease and infection and any other infectious disease patients in need of specialty consultation and subsequent treatment, monitoring and tracking throughout the DPSCS system.
- 2.2.1.21.1.4 The Contractor's Infection Control, medical staff, nursing staff, medical record staff and data entry staff shall also be responsible for the immediate documentation in the hard copy patient record and data entry of patient data into the DPSCS Infectious Disease Data Base.

- 2.2.1.21.1.5 The Contractor's Infection Control Coordinator and staff shall be responsible for monthly education and in-service presentations related to Infection Control issues for Contractor staff, DOC staff and Agency staff as well as for the inmate populations throughout DPSCS institutions.
- 2.2.1.21.1.6 The Contractor's Medical Director, Director of Nursing and Infection Control Coordinator shall provide in-service and training activities and schedules to the Agency Contract Operations Manager as well as to the Agency's Director of the Infectious Disease Program for approval prior to initiation of the in-service activities.
- 2.2.1.21.1.7 The Contractor shall document the training activities in the Contractor's employee's training records and submit copies to the Agency Contract Operations Manager and the Director of the Infectious Disease Program.
- 2.2.1.21.1.8 The Contractor's Infection Control Coordinator and Infection Control staff, as well as designated facility staff, shall obtain all necessary certifications (from the Department of Health and Mental Hygiene, AIDS Administration, etc.) in order to provide orientation, training and support for the Contractor's medical and nursing staff in the acquisition of the skills necessary to execute the activities of the Infection Control Program guidelines. An example of such skills include, but are not limited to, the placement and reading of PPDs for screening of TB infection, phlebotomy skills for drawing blood for monitoring the status of infectious disease inmates, acquisition of specimens for HIV testing through Orasure technique, etc.
- 2.2.1.21.1.9 The Contractor shall execute the routine collection of lab specimens from infectious disease patients at the facility level by the facility nursing staff. The specimens collected shall include phlebotomy and Orasure collection, placement and reading of PPD's, administration of flu vaccinations, hepatitis vaccinations, etc.
- 2.2.1.21.1.10 The Contractor's DON, Infection Control Coordinator or designee shall attend the Agency Service Delivery Area's Quarterly Quality Improvement Meetings, the monthly Agency Medical Advisory Council Meetings, the monthly Agency statewide Infection Control Meeting, and any meetings identified or called by the Agency for the purpose of attending to issues related to the Infection Control Program activities.
- 2.2.1.21.1.11 All of the Contractor's staff designated to work in the Infection Control area shall attend the monthly Agency statewide Infection Control meeting, unless otherwise excused by the Director of the Infectious Disease Program.

## 2.2.1.21.2 Voluntary Testing Program

- 2.2.1.21.2.1 The Contractor shall take over the responsibility for all processes and procedures of the DPSCS Social Work Program for the Voluntary HIV Testing applicable to all DOC Institutions. (DPSCS Social Work Directive # 126-400, Title Voluntary HIV Testing.)
- 2.2.1.21.2.2 The Contractor shall conduct all pre and posttest counseling as needed throughout all DOC maintaining facilities for inmates who did not receive their tests or test results at the DOC Intake facilities.
- 2.2.1.21.2.3 The Contractor shall track inmates through this program on the Master List, as well as maintain the related monthly statistics.
- 2.2.1.21.2.4 The Contractor shall provide the Agency monthly reports of the Voluntary Testing Program statistics.

## 2.2.1.21.3 Infectious Disease Clinics

- 2.2.1.21.3.1 The Contractor shall establish and operate an effective infectious disease program that will meet the needs of patients with HIV/AIDS, TB, Hepatitis, MRSA and other infectious diseases. These programs are to be operated consistent with the Department's specific programs, procedures, and protocols for HIV/AIDS, TB, Hepatitis, etc. (DPSCS 130-200.)
- 2.2.1.21.3.2 The contractor shall provide Hepatitis A and B immunizations to HIV infected inmates as medically appropriate.
- 2.2.1.21.3.3 The Contractor shall treat mono-infected Hepatitis C inmates consistent with the Department's Protocol on the coinfecting inmate (Management and Treatment of Hepatitis C and HIV/HCV Co-Infection in Maryland Inmates), excepting those sections that can only apply to the coinfecting inmate. (**Task 5**)
- 2.2.1.21.3.4 The Contractor shall schedule and conduct Infectious Disease Clinics that allow for the periodic medical evaluation, treatment, vaccinations, per standards of care, for patients with HIV/AIDS, TB, STD, Hepatitis Infection, MRSA and other infectious diseases.
- 2.2.1.21.3.5 The Contractor shall provide inmate education and information on HIV and Hepatitis.
  - 2.2.1.21.3.5.1 The Contractor shall provide pre and post-test counseling for infectious diseases as appropriate, especially focusing on individuals who the Contractor may be testing for and have tested for HIV and

Hepatitis and shall perform tests as necessary and appropriate in accordance with DPSCS policy.

2.2.1.21.3.5.2 The Contractor shall provide all treatment of HIV/AIDS in a manner consistent with applicable medical practice standards for the HIV/AIDS inmate, DPSCS protocol and the recommendations of infectious disease consultants for the Department.

2.2.1.21.4 The Contractor shall enter all required infectious disease information in the Agency's Infectious Disease Information System.

2.2.1.22 CHRONIC CARE (DPSCSD 130-100, §118ah)

The Contractor shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize decompensation.

2.2.1.22.1 Chronic care conditions shall include patients with chronic medical problems such as asthma, diabetes, epilepsy, hypertension, infectious diseases, developmental disabilities, other disabilities, conditions related to aging, terminal illness, etc.

2.2.1.22.2 The Contractor shall schedule Chronic Care Clinics and implement individualized treatment plans through periodic outpatient evaluations that minimize acute hospital care services and prevent misuse of primary care services.

2.2.1.22.2.1 National Guidelines developed by the American Diabetes Association, NCCHC or the National Institute of Health shall be followed in the development of treatment programs.

2.2.1.22.3 The Contractor shall identify chronic medically and mentally ill individuals and refer those chronically mentally ill individuals to the Mental Health Services Contractor immediately upon identification.

2.2.1.22.4 The Contractor shall develop and maintain a chronic care electronic "database" using a database program or format approved by the Agency, to include, but not be limited to the following data elements:

2.2.1.22.4.1 Inmate Number

2.2.1.22.4.2 Intake Date

2.2.1.22.4.3 Update Date

2.2.1.22.4.4 Last Name

2.2.1.22.4.5 First Name

- 2.2.1.22.4.6 Middle Initial
  - 2.2.1.22.4.7 Race
  - 2.2.1.22.4.8 Date of Birth
  - 2.2.1.22.4.9 Service Area
  - 2.2.1.22.4.10 Facility
  - 2.2.1.22.4.11 Diagnosis #1
  - 2.2.1.22.4.12 Diagnosis #2
  - 2.2.1.22.4.13 Diagnosis #3
  - 2.2.1.22.4.14 Date of Baseline exam
  - 2.2.1.22.4.15 Date of last clinical evaluation
  - 2.2.1.22.4.16 Date of next clinical evaluation
  - 2.2.1.22.4.17 Active/Inactive
  - 2.2.1.22.4.18 Date of inactivity
  - 2.2.1.22.4.19 Discharge Date
- 2.2.1.22.5 Chronic care patients shall be provided a review by a registered nurse or midlevel provider every three months and a physician review minimally every six months and at more frequent intervals when clinically indicated.

#### 2.2.1.23 PATIENT HEALTH RECORDS

- 2.2.1.23.1 The Contractor shall maintain confidential, secure, hardcopy, Patient Health Records for each inmate.
- 2.2.1.23.2 In addition to its own Patient Health Records, the Contractor shall receive hard copy patient health records from other providers and Contractors providing services to the inmate population and shall be responsible for including them in the hardcopy Patient Health Record and where appropriate into the EPHR.
  - 2.2.1.23.2.1 Infirmary records shall be included in the Patient Health Record when the patient is discharged from the infirmary.

2.2.1.23.3 The Contractor shall be the Agency's designated custodian of the hardcopy Patient Health Records.

2.2.1.23.4 The Contractor shall prepare for transfer, consistent with the Department policy, medical, dental and mental health records to whatever location the inmate is assigned within DPSCS. (DPSCS 130-600, §620)

#### 2.2.1.24 INMATE HEALTH EDUCATION

2.2.1.24.1 The Contractor shall provide comprehensive inmate health education to all inmates, including inmate workers.

2.2.1.24.2 The Contractor shall provide OSHA training to inmate medical unit workers and laundry workers.

#### 2.2.1.25 INMATE WORKER SCREENING

The Contractor shall provide such screenings, diagnostic studies, and preventive services, including vaccinations, as are required to inmates entering or remaining in work and program assignments.

#### 2.2.1.26 INMATE TRANSFERS

2.2.1.26.1 Upon notification of inmate transfers to a jurisdiction not under the authority of the Agency, the Contractor shall have a physician review the inmate's medical record within 24 hours of notification and provide the Agency with a written assessment of the inmate's medical, mental health and dental problems and current treatments.

2.2.1.26.2 The Contractor shall conduct a transfer or release assessment, using forms required by the Department, within 12 hours of having been notified of such transfer or mandatory release. (DPSCS Form 130-231aR and/or Form 130-237aR)

#### 2.2.1.27 VISION SERVICES

2.2.1.27.1 When visual acuity screening reveals acuity at 20/40 or less, the Contractor shall prescribe and fit eyeglasses (or contact lenses if contact lenses are the only alternative to allowing the inmate to see) in accordance with good medical practice and, in the case of non-sentenced inmates, only with the approval of the Agency's Service Delivery Area Contract Operations Manager.

2.2.1.27.2 The Contractor shall conduct all optometric and ophthalmologic evaluations within 8 weeks of referral for non-emergent care.

2.2.1.27.3 In case of an eye emergency, transient or other visual loss, infection or pain, the Contractor shall immediately have its physician evaluate the inmate and

make a referral to an ophthalmologist within 24 hours for a follow up assessment.

2.2.1.27.4 While an inmate has contact lenses, the Contractor shall provide the inmate with all the supplies needed to properly use and maintain the contact lenses.

2.2.1.27.5 Based on nursing referral from the intake visual acuity screening, inmates shall be afforded the opportunity to receive such services at intervals of no greater frequency than 24 months or 2 years in accordance with guidelines of the American Optometric Association.

2.2.1.27.6 Inmates 50 years of age or older shall be afforded the opportunity to be examined by the Optometrist on an annual basis.

2.2.1.27.7 In the event of identification of a special need which arose prior to the defined frequency intervals, such as traumatic injury or a disease or disorder which impacts vision, the inmate may be evaluated by the Optometrist more often than specified herein and referred to an ophthalmologist based upon demonstrated clinical need.

#### 2.2.1.28 DIAGNOSTICS

2.2.1.28.1 The Contractor shall provide all diagnostic studies including laboratory services required to implement the Medical Care Services program.

2.2.1.28.2 These services shall include all specimens and data collection and all transportation of specimens, data and documents.

2.2.1.28.3 Laboratory services shall include a printer to receive test results, provisions for stat services, daily pick up of specimens and delivery of reports. The Contractor shall ensure that the contracted laboratory has a quality improvement plan, which includes the equipment calibration and check of reagents.

2.2.1.28.3.1 The Contractor shall employ lab services that have the capability to transfer lab results electronically.

2.2.1.28.3.2 In subcontracting with a laboratory services provider, the Contractor must, after obtaining three bids on laboratory services, select the bidder offering the least cost for comparable services.

2.2.1.28.3.2.1 All laboratory and diagnostic services in excess of \$200 will require approval by the UM Contractor unless they are a part of a course in treatment protocol (e.g. HIV, Hep C or TB) already approved.

2.2.1.28.3.2.2 The Contractor will be responsible for the costs of laboratory services not properly obtained.

2.2.1.28.4 A physician shall review all laboratory results within 48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on call shall be notified immediately of all STAT reports.

2.2.1.28.5 All routine x-rays shall be provided in the Service Delivery Area with either on site x-ray machines or a mobile service. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the prescribing provider within forty-eight hours. Positive findings are to be faxed or telephoned to the prescribing provider within 2 hours of the x-ray.

2.2.1.28.5.1 The on call physician shall be notified of positive findings if the prescribing physician is not on duty.

2.2.1.28.6 The Contractor shall provide EKG services at the institutions.

2.2.1.28.6.1 The Contractor shall provide “over read” services within 24 hours.

2.2.1.28.6.2 The prescribing physician or the physician on call shall be notified immediately of all abnormal results.

#### 2.2.1.29 MEDICAL DIETS

2.2.1.29.1 The Contractor shall notify the facility’s Dietary Department, consistent with the requirements of Departmental policy, to ensure that inmates are provided medically indicated therapeutic diets. (Medical Diet Manual – August 2004)

2.2.1.29.2 The Contractor shall supply any medically required dietary supplements.

#### 2.2.1.30 MEDICATION

##### 2.2.1.30.1 General

2.2.1.30.1.1 The Contractor shall prescribe medications as medically necessary and appropriate, and shall administer and store medications in its possession, in compliance with relevant Regulatory Board, Pharmacy, DHMH, DEA, CDS and any other state and federal guidelines.

2.2.1.30.1.1.1 The Contractor shall deliver medications to the Mental Health Services Contractor operated infirmaries immediately upon receipt.

2.2.1.30.1.1.2 The Contractor shall administer medication to all inmates except those inpatient in the Mental Health Services Contractor Infirmaries.

2.2.1.30.1.2 The Contractor shall use the DPSCS Formulary when prescribing medication.

2.2.1.30.1.3 The Contractor shall provide inmates with chronic medical conditions, being released to the community, a 30-day supply of each medication currently prescribed, with the following exceptions:

2.2.1.30.1.3.1 Inmates taking drugs for TB therapy (to encourage them to continue their treatment through the local health department);

2.2.1.30.1.3.2 Inmates taking certain psychotropics or other medications which, if taken in sufficient quantity, could cause harm, unless so specifically ordered by the treating clinician; or

2.2.1.30.1.3.3 Inmates whose total treatment course for their condition is less than 30 days upon release. Only the amount necessary to complete the treatment cycle shall be dispensed for those medications.

#### 2.2.1.30.2 Lice Medication

2.2.1.30.2.1 The Contractor shall examine all inmates entering Agency facilities from the community for lice infestation.

2.2.1.30.2.2 The Contractor shall provide non-prescription medication to treat lice infestation as medically necessary and appropriate, for self-administration by the inmate prior to being housed in the general population, unless otherwise contraindicated (pregnancy, open sores, etc).

2.2.1.30.3 The Contractor will receive at its Dispensaries medication orders (filled by the Pharmacy Services Contractor) to dispense and administer as appropriate.

2.2.1.30.3.1 The Contractor will administer all newly prescribed medications not later than the next day.

#### 2.2.1.31 DENTAL

The Contractor shall treat and stabilize, as medically appropriate, persons requiring emergent dental care when the Dental Services provider is not on site and shall notify the on call Dental Service Contractor as appropriate and/or make a referral to the Dental Service Provider.

#### 2.2.1.32 CARE OF THE PREGNANT INMATE

2.2.1.32.1 The Contractor shall provide timely and appropriate prenatal care, specialized obstetrical services when indicated, and postpartum care for pregnant inmates consistent with Agency policy and guidelines.

2.2.1.32.2 Prenatal care includes but is not limited to:

- 2.2.1.32.2.1 Medical examinations;
  - 2.2.1.32.2.2 Laboratory and diagnostic tests (including offering HIV testing and prophylaxis when indicated); and
  - 2.2.1.32.2.3 Advice on appropriate levels of activity, safety precautions, and nutritional guidance and counseling.
- 2.2.1.32.3 The Contractor shall maintain a list of specialized obstetrical services.
- 2.2.1.32.4 The Contractor, with the Utilization Management Provider, shall secure and maintain a written agreement with a community facility for delivery.
- 2.2.1.32.5 The Contractor shall have a physician assess and appropriately treat any pregnant inmate admitted with a history of opiate use (including the partial agonist buprenorphine), (DPSCSD 130-100, §118)
- 2.2.1.32.5.1 The physician shall immediately transfer to a licensed acute care facility Inmates experiencing severe, life-threatening intoxication (overdose) or withdrawal. (DPSCSD130-100, §117)
  - 2.2.1.32.5.2 The Physician shall order, individuals at risk for progression to more severe levels of intoxication or withdrawal, to the local area hospital for assessment, monitoring and treatment.
- 2.2.1.32.6 The Contractor shall discuss with inmates in their first trimester, the inmate's desire to continue the pregnancy, presenting factually information about risks associated with either a decision to continue or terminate the pregnancy.
- 2.2.1.32.6.1 If after such discussion it is the inmate's desire to terminate the pregnancy, the Contractor shall make arrangements to do so.
  - 2.2.1.32.6.2 Elective terminations of pregnancy will only occur in the first trimester.
- 2.2.1.32.7 The Contractor may terminate other pregnancies as may be medically required and appropriate.

#### 2.2.1.33 OUTPATIENT MENTAL HEALTH

The Contractor shall refer inmates to the Agency's Mental Health Service Provider immediately upon detecting a possible mental health need during the delivery of medical services, and if such inmate is already receiving mental health services, make certain that an observation note is included in the medical record and forwarded to the Mental Health Service Contractor and the Department's Mental Health Services Provider.

#### 2.2.1.34 HAZARDOUS WASTE

The Contractor shall provide for the removal and disposal of all bio-hazardous or toxic waste created by the operation of the inmate health care program by the Contractor, its subcontractors, and other service providers involved in the inmate health care program, in accordance with Federal and State laws.

#### 2.2.1.35 EQUIPMENT AND SUPPLIES

2.2.1.35.1 The Contractor shall maintain a perpetual inventory of all equipment and shall place State Inventory numbers on all equipment as per the requirements of the DGS Inventory Control Manual, whenever it purchases such a piece of equipment. All equipment and supplies purchased under this contract become the property of the State.

2.2.1.35.1.1 The Contractor shall adhere to the requirements set forth in the DGS Inventory Control Manual ([http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003\\_InvControlManual.pdf](http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf)).

2.2.1.35.1.1.1 Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor will be responsible to the Agency instead.

2.2.1.35.2 The Contractor shall provide all the operating equipment, furniture, office supplies, patient supplies, durable medical equipment and any other supplies and equipment it needs to provide services as necessary.

2.2.1.35.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Contractor will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment.

2.2.1.35.4 The Contractor shall maintain and repair all equipment and shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary.

2.2.1.35.5 The Contractor shall inspect, maintain, and restock all First Aid Kits located throughout the institutions as appropriate. First Aid Kits needing repair are to be brought to the attention of the ACOM. (DPSCSD 130-100, §140)

2.2.1.35.6 At the beginning of each month, the Contractor shall submit to the Agency's Medical Internal Audit Unit for its approval a monthly purchasing plan detailing all equipment and supplies it intends to purchase or repair for that month.

2.2.1.35.6.1 The plan shall provide details on the item, the quantity, the cost and the rationale for the purchase.

2.2.1.35.6.2 The Contractor shall show evidence of having obtained three bids for any item, or the aggregate of items, exceeding \$500 that are not available for purchase by the Agency through the State's Active Blanket Purchase Orders (URL: <http://dgsweb.dgs.state.md.us/activeBPO>) and shall select the lowest bidder for items of comparable quality.

2.2.1.35.6.2.1 If an item is available through the State's Blanket Purchase Orders, the Contractor shall obtain two additional bids and shall select the lowest bidder for items of comparable quality.

2.2.1.35.6.2.2 If the lowest cost item is available through the State's Active Blanket Purchase Orders, the contractor shall so advise the Agency, the Agency will make the purchase and have the item(s) delivered to the Contractor.

2.2.1.35.6.2.3 The Contractor may enter into a subcontract with vendors to obtain materials and supplies (See DGS Inventory Control Manual) in accordance with the provisions of Section 2.2.1.35.6.2.

2.2.1.35.6.3 The Contractor shall purchase only those items that the Agency has approved and shall submit invoices for purchases or repairs within 5 days of purchase to the Agency.

#### 2.2.1.36 PROGRAM LICENSES AND STANDARDS

2.2.1.36.1 The Contractor shall obtain and retain all Federal and State licenses and certificates necessary to legally provide the health care program or any of its sub-components and provide copies to the ACOM.

2.2.1.36.1.1 The Contractor shall forward to the Agency any invoice for program licenses and/or certificates fees immediately upon receipt.

2.2.1.36.2 The Contractor shall maintain a Quality Improvement Committee to assure compliance with licensing regulations and manuals of procedure and protocol and a defined reporting structure that assures that deficiencies are addressed appropriately.

#### 2.2.1.37 REPORTS

2.2.1.37.1 The Contractor shall produce reports addressing the work being performed under the contract in a form and format prescribed by the Agency as required including, but not limited to:

2.2.1.37.1.1 Population profile by illness type, age and disability;

2.2.1.37.1.2 Psychotropic medication prescription trends;

- 2.2.1.37.1.3 Sick call utilization;
  - 2.2.1.37.1.4 Infirmary and hospital utilization;
  - 2.2.1.37.1.5 Program performance;
  - 2.2.1.37.1.6 Staff vacancies.
- 2.2.1.37.2 Until the EPHR/HMIS system is completely implemented or if the EPHR/HMIS cannot produce a specifically required report, the Contractor shall be required to keep statistical data related to the utilization management services program which shall include utilization of service statistics and other information useful in the evaluation of the programs and services provided and that would assist in determining future needs.
- 2.2.1.37.3 The Contractor shall submit statistical reports for each month by the tenth day of the following month.
- 2.2.1.37.3.1 In addition to information requested elsewhere, the reports shall contain information as provided in the Contractor's Monthly Stat Pack and as approved by the Agency.
- 2.2.1.37.4 The Contractor shall provide a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.
- 2.2.1.37.5 A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided by the 30th of June for each contract year.
- 2.2.1.38 RESEARCH
- The Contractor shall cooperate with Agency approved research studies and/or special clinical programs.

## **2.2.2 MENTAL HEALTH SERVICES MODULE**

### **2.2.2.1 GENERAL**

- 2.2.2.1.1 The Contractor shall provide the MENTAL HEALTH SERVICES component of the Inmate Health Services Program, including, but not limited to, furnishing all primary mental health care required by the inmate population and all supplies and equipment.
- 2.2.2.1.2 The Contractor shall enter information into the EPHR/HMIS and create the hard copy Patient Health Record for each inmate.

- 2.2.2.1.3 The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department.
- 2.2.2.1.4 The Contractor shall adhere to and maintain compliance with the following:
  - 2.2.2.1.4.1 Current Consent Decrees,
  - 2.2.2.1.4.2 State laws and regulations,
  - 2.2.2.1.4.3 Maryland Commission on Correctional Standards,
  - 2.2.2.1.4.4 Departmental protocols and directives, and
  - 2.2.2.1.4.5 National Commission on Correctional Health Care (NCCHC) Standards at BCDC and BCBIC.
- 2.2.2.1.5 The Contractor shall provide programs that comply with ACA standards as applicable. **(Task 2)**
- 2.2.2.1.6 At the request of the Agency, the Contractor shall provide in-services to Department Staff on subjects related to this Module and of importance to designated staff in the performance of their duties for up to 8 hours quarterly in each Service Delivery Area.
  - 2.2.2.1.6.1 The Contractor shall permit Departmental staff to attend the Contractor's Pre-Service and In-Service training as space allows.
- 2.2.2.1.7 The Contractor shall ensure that qualified mental health professionals shall provide those services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs.
- 2.2.2.1.8 The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 2.2.2.1.9 **QUALIFICATIONS**
  - 2.2.2.1.9.1 The Agency may determine whether a person is properly qualified. Qualification decisions shall compare job qualifications to individual skills. A match between qualifications and skills shall determine whether or not the person is properly qualified and suitable. The Contractor shall provide any and all materials requested by the Agency for review when making qualification decisions, including a signed application for employment.
- 2.2.2.1.10 **CREDENTIALS**

- 2.2.2.1.10.1 The Contractor or a subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.
- 2.2.2.1.10.2 The Contractor shall:
  - 2.2.2.1.10.2.1 Maintain current policies and procedures that define the credentialing process in detail;
  - 2.2.2.1.10.2.2 Assemble, have accessible on site and available for review by the Agency, credentialing information that includes:
    - 2.2.2.1.10.2.2.1 Signed application
    - 2.2.2.1.10.2.2.2 Verification of education and training, work history
    - 2.2.2.1.10.2.2.3 Professional references
    - 2.2.2.1.10.2.2.4 Malpractice claims history
    - 2.2.2.1.10.2.2.5 Results of a National Practitioner Data Bank Query
    - 2.2.2.1.10.2.2.6 Current license to practice
    - 2.2.2.1.10.2.2.7 Board or specialty certification
    - 2.2.2.1.10.2.2.8 Evidence of review of health status
    - 2.2.2.1.10.2.2.9 DEA and CDS certificate(s)
    - 2.2.2.1.10.2.2.10 Lack of present illicit drug use
    - 2.2.2.1.10.2.2.11 CPR certification.
    - 2.2.2.1.10.2.2.12 Maintain credential folders for all health care providers employed by a subcontractor that contain the items required for the Contractor's employees.
- 2.2.2.1.11 SCREENING
  - 2.2.2.1.11.1 Documentation
    - 2.2.2.1.11.1.1 The Contractor shall provide the Agency with all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:

2.2.2.1.11.1.1.1 Prior to the performance of any services under the contract and

2.2.2.1.11.1.1.2 Within one month of the renewal date of the credential

#### 2.2.2.1.11.2 Criminal History Check

Prior to employment or at any other time, the Contractor shall, upon the Agency's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.

#### 2.2.2.1.11.3 INSTITUTIONAL ACCESS/SECURITY

2.2.2.1.11.3.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right.

2.2.2.1.11.3.1.1 The Contractor shall be responsible for assuring that the services that that person so removed or denied access are delivered.

2.2.2.1.11.3.2 The Contractor, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region.

2.2.2.1.11.3.3 Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause to terminate the contract for default.

#### 2.2.2.1.11.4 IN-SERVICE

2.2.2.1.11.4.1 The Contractor shall provide its Staff pre-service and annual in-service training on subjects related to this Module, including, but not limited to, suicide prevention, prescribing practices, etc. Under this section, "Staff" means the Contractor's employees, the Contractor's sub-contractors, and the employees of a sub-contractor.

2.2.2.1.11.4.2 At the initiation of the Contract, and within 30 days of a new staff member's beginning to provide service, the Contractor shall provide to the Agency and to each Staff member to be trained a schedule and program for in-service training. Training shall include MCCS

compliance, and the applicable practice requirements of any regulatory body.

2.2.2.1.11.4.3 Not later than 30 days after having been informed of any new directives, manuals, policy, protocol and procedure, the Contractor shall provide training on the issue to affected staff.

2.2.2.1.11.4.4 Annual refresher training on directives, manuals, policy, protocol and procedure shall be provided to affected staff.

#### 2.2.2.1.11.5 DOCUMENTATION

The Contractor is responsible for creating and maintaining on site for each of its employees and those of a subcontractor working on site documentation that those persons have received the pre-service and in-service training required by this contract.

#### 2.2.2.1.11.6 SPECIAL TRAINING AUTHORIZATION

2.2.2.1.11.6.1 At the written request of the Contractor, the Agency may authorize the Contractor to send providers for in-service training in place of their normal work hours and duties

2.2.2.1.11.6.2 The written request for the authorization must be approved, in writing, by the Agency Contract Operations Manager or designee.

2.2.2.1.11.6.3 The written request shall include the following information:

2.2.2.1.11.6.3.1 The title or subject, date and time of the training;

2.2.2.1.11.6.3.2 The position(s) covered by the authorization; and

2.2.2.1.11.6.3.3 The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.

2.2.2.1.11.6.4 When the training is for more than one day, the Contractor shall provide a plan for service delivery that addresses, to the Agency Contract Operations Manager's satisfaction, how services shall be provided during the absence of the personnel attending the training. The service delivery plan shall accompany the request for Special Training Authorization.

2.2.2.1.11.6.5 Unless the Agency otherwise permits, all requests for Special Training Authorization shall be made to the Agency at least one month prior to the training date.

2.2.2.1.12 The Contractor is responsible for the actions and/or inactions of all of its employees and subcontractors providing services under this contract.

2.2.2.1.12.1 The Contractor shall inform the Agency of all disciplinary actions, including counseling, and legal action(s) taken against the Contractor's health care providers and the health care providers of a subcontractor who provide any services required under this contract.

2.2.2.1.12.1.1 The Contractor shall provide any records related to these actions upon the Agency's request.

#### 2.2.2.1.13 Telephone And Utilities

2.2.2.1.13.1 The Agency will provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Agency provides its employees.

2.2.2.1.13.2 The Contractor shall be responsible for the cost of any long distance telephone calls to its own offices.

2.2.2.1.13.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from phones for which the Agency pays the costs.

2.2.2.1.13.3.1 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

2.2.2.2 The Contractor shall not renovate any Agency structure without the written permission of the Agency.

#### 2.2.2.3 INSTRUCTION

The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, Agency Health Care Administrator and the Agency mental Health Director may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate.

#### 2.2.2.4 TRANSITION PLAN

The Contractor shall submit to the Agency for approval a 30-day Transition Plan developed in its proposal under RFP Section 3.4.2.3.9 and designed to provide full services under the Contract beginning July 1, 2005. The Contractor shall implement the Transition Plan during the period from June 1, 2005 through June 30, 2005.

#### 2.2.2.5 STAFFING AND SERVICES

- 2.2.2.5.1 The Contractor shall have an Agency approved Monthly Facility Services Schedule (“MFSS”). The MFSS shall comply with the Contractor’s Staffing and Services Plan submitted in its proposal per the RFP, Section 3.4.2.3.10.
  - 2.2.2.5.1.1 In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the programs and services required by the RFP in the Service Delivery Areas at the various facilities and locations in the facilities.
  - 2.2.2.5.1.2 If requirements or conditions change, the Agency may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.
- 2.2.2.5.2 The Contractor’s administrative staff must spend at least 80% of their time in the Service Delivery Area unless otherwise approved by the Agency Contract Operations Manager (ACOM).
- 2.2.2.5.3 The Contractor must provide management and supervisory personnel with cell phones to assure that such persons are immediately reachable when needed.
- 2.2.2.5.4 The MFSS shall comply with the following requirements:
  - 2.2.2.5.4.1 Provide the full name and credential (e.g. PA, RN, etc) of every individual assigned to a position on the schedule for that month;
    - 2.2.2.5.4.1.1 The Contractor may not place individuals in positions for which they are not qualified or for which they are not properly credentialed. The Contractor shall assure that personnel are qualified and licensed to perform assigned duties.
    - 2.2.2.5.4.1.2 The Agency shall consider for approval qualified healthcare personnel to be employed on a PRN or temporary basis. The Contractor shall use only those pre-approved employees to staff vacant positions within the Service Delivery Area.
      - 2.2.2.5.4.1.2.1 These personnel shall fill a specific position that has a defined position description approved by the Agency as described in the Contractor’s Personnel Manual.
  - 2.2.2.5.4.2 Provide the times and locations of all clinic services to be provided;
  - 2.2.2.5.4.3 Provide the time and locations of all training activities, and administrative, clinical and management meetings;
  - 2.2.2.5.4.4 Be delivered to the ACOM not later than 10 days prior to the first day of the beginning of the service month addressed by the MFSS.

#### 2.2.2.5.4.5 MFSS Adjustments

2.2.2.5.4.5.1 The Contractor may adjust the MFSS for any Provider upon verbal approval of the Agency Contract Operations Manager.

2.2.2.5.4.5.1.1 If the Agency Contract Operations Manager cannot be reached, the Agency Health Care Administrator; the Agency Medical Director or designee, or the Director of the Office of Inmate Health Care may act in the Agency Contract Operations Manager's place.

2.2.2.5.4.5.2 The verbal approval is not effective until confirmed by the Contractor in writing to the Agency within 10 workdays of the Agency's verbal approval, and the Agency approves the Contractor's written confirmation.

2.2.2.5.4.5.3 The Contractor shall provide a staffing report by position, indicating position hours not properly filled, on the 10<sup>th</sup> day of the month following the month being reported.

#### 2.2.2.5.5 Time and Attendance System

2.2.2.5.5.1 Unless otherwise permitted by the Agency, within 30 days after the beginning of this contract, the Contractor shall install and use an automated time and attendance system of any type at each facility listed in ATTACHMENT J.

##### 2.2.2.5.5.2 Time Reporting

2.2.2.5.5.2.1 The Agency may, at any time, require that each employee of the Contractor or of a subcontractor use any automated timekeeping system owned by the State in order to verify the hours worked by the employee.

2.2.2.5.5.2.2 Notwithstanding the use of any State owned or operated automated timekeeping system, each person employed by the Contractor or a subcontractor shall sign-in and sign-out on forms provided by the Agency whenever such person enters or leaves a work site.

2.2.2.5.5.2.3 Each person signing in or signing out shall legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.

2.2.2.5.5.2.4 No person shall sign-in, sign-out, clock-in or clock-out for any other person.

2.2.2.5.5.2.5 In addition to the manual sign-in-sign-out system, each employee of the Contractor or subcontractor shall also clock in and clock out when entering or leaving the institution at all institutions where time clocks are used.

## 2.2.2.6 PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT

2.2.2.6.1 The Contractor shall provide professional management services to support the inmate mental health care program.

2.2.2.6.2 The Contractor shall provide, as necessary to assure the effective functioning of programs and services:

2.2.2.6.2.1 Periodic administrative and clinical management meetings;

2.2.2.6.2.2 Periodic in-service training for all clinicians;

2.2.2.6.2.3 A comprehensive orientation program for new staff;

2.2.2.6.2.3.1 The Contractor's staff must participate in the Department's security orientation and training for up to 40 hours each year.

2.2.2.6.2.4 Periodic quality improvement, audits, inspections and reporting programs; and

2.2.2.6.2.5 A continuous recruitment program.

2.2.2.6.3 The Contractor shall provide to its staff and its staff shall abide by Agency approved, comprehensive Protocol and Procedure Manuals, to include, but not limited to:

2.2.2.6.3.1 Continuous Quality Improvement,

2.2.2.6.3.2 Emergency Care Manual,

2.2.2.6.3.3 Emergency Management Plan Manual,

2.2.2.6.3.4 Equipment and Supply Inventory Control Manual,

2.2.2.6.3.5 Infirmary Care Manual,

2.2.2.6.3.6 Medical Records,

2.2.2.6.3.6.1 In addition to other requirements, shall require the Contractor's provider staff to use the most recent DSM codes to describe mental illness and CPT codes to describe services provided by psychiatrists and other mental health professionals.

- 2.2.2.6.3.7 Mental Health Education Program Manual,
- 2.2.2.6.3.8 Palliative Care Manual,
- 2.2.2.6.3.9 Personnel Policies and Procedures Manual,
- 2.2.2.6.3.10 Pharmaceuticals,
- 2.2.2.6.3.11 Physician Assistant/Nurse Practitioner,
- 2.2.2.6.3.12 Psychiatric Nursing,
- 2.2.2.6.3.13 Psychiatric Social Work
- 2.2.2.6.3.14 Psychiatry,
- 2.2.2.6.3.15 Risk Management and Mortality Review,
- 2.2.2.6.3.16 Utilization Management,
  - 2.2.2.6.3.16.1 Peer Review Component,
  - 2.2.2.6.3.16.2 Pre-certification, this section shall require pre-certification by the Utilization Management Contractor for the following:
    - 2.2.2.6.3.16.2.1 Hospital Admissions,
    - 2.2.2.6.3.16.2.2 Infirmary Admissions,
    - 2.2.2.6.3.16.2.3 Twenty-three (23) Hour Admissions,
    - 2.2.2.6.3.16.2.4 Specialty Diagnostics and Imaging Services,
    - 2.2.2.6.3.16.2.5 Outpatient Procedures and Consultations,
      - 2.2.2.6.3.16.2.5.1 Noting whether these were accomplished on site, off site, or via telemedicine.
  - 2.2.2.6.3.16.3 Retrospective Certifications
    - 2.2.2.6.3.16.3.1 The Contractor will immediately submit information on all emergency room admissions and all infirmary admissions, which were not pre-certified to the Utilization Management Provider.
  - 2.2.2.6.3.16.4 The Contractor shall be responsible to pay bills for any admissions not approved by the Utilization Management Provider.

2.2.2.6.3.16.5 The Contractor shall adhere to manuals provided by other disciplines e.g. Infection Control Manual, Medical Diet Manual.

2.2.2.6.4 The Contractor shall manage a program for continuous quality improvement and professional peer review as outlined in its manual.

2.2.2.6.4.1 The Contractor shall include CQI meetings on its Monthly Facility Service Schedule to review measures of performance and to develop and monitor and measure quality improvement outcomes.

2.2.2.6.5 The Contractor shall participate in quarterly Multidisciplinary Continuous Quality Improvement Committee meetings and reviews in each Service Delivery Area to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.

2.2.2.6.5.1 The Service Delivery Area's Medical Director shall chair the Area Quality Improvement Committee. Membership shall include but not be limited to:

2.2.2.6.5.1.1 The Warden/Designee, (State Position)

2.2.2.6.5.1.2 The Area's Medical Care Services Manager

2.2.2.6.5.1.3 The Area Director of Nursing,

2.2.2.6.5.1.4 The Area Dentist

2.2.2.6.5.1.5 The Area Pharmacist

2.2.2.6.5.1.6 The Area Psychiatrist

2.2.2.6.5.1.7 The Area Psychologist (State Position)

2.2.2.6.5.1.8 The Area EPHR/HMIS Manager

2.2.2.6.5.1.9 The Area Utilization Management Manager

2.2.2.6.5.1.10 The Agency Quality Improvement Manager,

2.2.2.6.5.1.11 The Agency Contract Operations Manager,

2.2.2.6.5.1.12 Representatives from other departments as appropriate for the facility.

2.2.2.6.5.2 The committee shall perform the following functions:

2.2.2.6.5.2.1 Review the total health care operation;

- 2.2.2.6.5.2.2 Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's Quality Improvement Manager;
- 2.2.2.6.5.2.3 Analyze issues referred to it or identified throughout the quality improvement process;
- 2.2.2.6.5.2.4 Take corrective actions and evaluate their effectiveness;
- 2.2.2.6.5.2.5 Document and report all activities in committee minutes.
- 2.2.2.6.5.3 The Contractor shall participate, as required by the Agency, in all quality improvement programs, peer review, utilization review, risk management and any accreditation activities.
  - 2.2.2.6.5.3.1 Adherence to ACA standards. (**Task 2**).
- 2.2.2.6.5.4 The Contractors shall provide the Department's Quality Improvement Manager documentation of an appropriate quality improvement program for subcontractors, which shall include but not be limited to off site hospitals, specialty physicians, laboratory, et. al.
- 2.2.2.6.5.5 The Contractor shall attend monthly Agency Contract Operations Manager meetings to review significant issues and new developments, and provide feedback relative to the Quality Improvement Program so that any deficiencies or recommendations may be addressed.
- 2.2.2.6.5.6 The Contractor shall submit a monthly incident review report to the Director of the Office of Inmate Health Services detailing all adverse incidents as defined by Department policy and procedure to include but not be limited to:
  - 2.2.2.6.5.6.1 Deaths,
  - 2.2.2.6.5.6.2 Assaults on contractor staff,
  - 2.2.2.6.5.6.3 Inmate assaults requiring medical treatment,
  - 2.2.2.6.5.6.4 Post "use of force" examinations,
  - 2.2.2.6.5.6.5 Complaints about service,
  - 2.2.2.6.5.6.6 Emergency Responses,
    - 2.2.2.6.5.6.6.1 Ambulance,
    - 2.2.2.6.5.6.6.2 On call,

- 2.2.2.6.5.6.7 Lapses in protocol and procedure,
- 2.2.2.6.5.6.8 Exposures to infectious diseases,
- 2.2.2.6.5.6.9 Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.),
- 2.2.2.6.5.6.10 Patient Clinical Case Conferences.

#### 2.2.2.6.6 Peer Review

- 2.2.2.6.6.1 An appropriate, clinically equivalent clinician, designated by the Utilization Management Contractor, shall review the work of all practicing psychiatrists, psychologists, psychiatric nurses, clinical social workers and midlevel providers on an annual basis.
- 2.2.2.6.6.2 The results shall be communicated to the Contractor, to the providers and to the Agency within 15 days of the anniversary of the provider's entrance on duty date.

#### 2.2.2.6.7 Grievances/Complaints

The Contractor shall investigate complaints made by inmates and other persons in interest, regarding any aspect of the Mental Health Services delivery system upon the Agency's request and respond within ten days of receipt. The Agency may review any inmate complaint and review the Contractor's actions. The Contractor must implement the Agency's recommendations in disputed cases.

#### 2.2.2.6.8 Policy and Procedures Review

- 2.2.2.6.8.1 The Contractors shall review all Manuals and administrative and operational policies and procedures on a continuing basis according to its review schedule.
  - 2.2.2.6.8.1.1 Reviews shall occur at intervals of no less than every 12 months.
  - 2.2.2.6.8.1.2 Statements signed by the Contractor's Medical Director and the Contractor's Senior Administrator in Maryland indicating that such a review has been conducted, along with the revised documents, shall be submitted to the Agency by the scheduled review date.
    - 2.2.2.6.8.1.2.1 The statement shall specifically note what changes have been made and where they reside in the document.
- 2.2.2.6.8.2 The policies and procedures shall be designed to meet ACA (**Task 2**) and Maryland State statutes, regulations, policies and guidelines.

2.2.2.6.8.3 The Agency reserves the right to approve policies and procedures of the Contractor.

#### 2.2.2.6.9 Strategic Planning and Consultation

2.2.2.6.9.1 The Contractor shall provide strategic operational planning and clinical and administrative consultation at the Agency's request.

2.2.2.6.9.2 The Contractor shall, at the Agency's request, participate in the development and transition plan for any new facility and shall send a representative to related meetings.

#### 2.2.2.6.10 Risk Management and Mortality Review

2.2.2.6.10.1 The Contractor shall manage a formal mortality review process consistent with its Agency approved manual.

2.2.2.6.10.1.1 Mortality Review reporting shall be submitted to the Agency as required by Agency policy (DPSCSD 130-100, §166).

#### 2.2.2.6.11 Pharmacy and Therapeutics

2.2.2.6.11.1 The Contractor shall participate in a Pharmacy And Therapeutics Committee, which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.

2.2.2.6.11.2 The Committee shall meet quarterly.

#### 2.2.2.7 BCBIC SALLYPORT TRIAGE

The Contractor shall conduct a mental health screening within 2 hours of receipt of referral that includes a determination of suicidal or homicidal tendencies of any inmate referred by the Medical Care Service Provider, make recommendations for housing classification for the inmate and make referral for further evaluation as necessary.

#### 2.2.2.8 INTAKE ASSESSMENT AND EVALUATION

2.2.2.8.1 A mental health professional employed by the Contractor shall conduct a Mental Status Evaluation (MSE) in addition to the Mental Health Intake Assessment that includes an assessment of suicidal or homicidal tendencies on all inmates, including parole violators and escapees, within 24 hours of the inmate's entrance into a DPSCS facility from any source or within 24 hours of the inmate's referral by the Medical Care Service Provider. (DPSCS Form 124-210aR)

- 2.2.2.8.1.1 The Contractor will adhere to the requirements of the “Suicide Prevention Program Directive” found at Attachment DD of this RFP.
- 2.2.2.8.2 The person conducting the intake assessment shall make referral for further evaluation to the Agency’s Mental Health staff as appropriate.
- 2.2.2.8.3 The Contractor shall conduct evaluations when necessary.
- 2.2.2.8.4 The Contractor shall provide Mental Health Intake Assessments and Evaluations every day for pretrial detainees and at intake facilities.
- 2.2.2.9 SICK CALL SERVICES
  - 2.2.2.9.1 General Population
    - 2.2.2.9.1.1 The Contractor shall provide sick call clinics five days a week, as scheduled on the MFSS and approved by the ACOM.
    - 2.2.2.9.1.2 Each sick call clinic shall continue until it is completed, i.e. when each inmate scheduled to be seen during that sick call and who shows up for the appointment, has been seen.
  - 2.2.2.9.2 Special Confinement
    - 2.2.2.9.2.1 Special confinement inmates shall be provided scheduled and unscheduled sick call in all facilities, equivalent to the sick call services available to the general population.
    - 2.2.2.9.2.2 A Registered Psychiatric Nurse or higher level provider shall conduct rounds in each Special Confinement Area every other day as scheduled on the Agency approved MFSS.
    - 2.2.2.9.2.3 The provider making the rounds shall have visual contact of each inmate and make a verbal inquiry as to the inmate’s mental health condition.
    - 2.2.2.9.2.4 Special Confinement Area rounds shall be documented on a Special Confinement form and entered into an electronic record on a daily basis. (Form 130-100-1)
    - 2.2.2.9.2.5 Segregation round documentation shall:
      - 2.2.2.9.2.5.1 Include a disposition related to the inmate’s complaints and the name and title of the employee making the rounds, and
      - 2.2.2.9.2.5.2 Note that visual and verbal contact did occur.
- 2.2.2.10 INFIRMARY CARE

- 2.2.2.10.1 The Contractor shall provide treatment to inmates who require care for mental illness that is unmanageable in the general population in mental health Infirmaries designated by the Agency.
  - 2.2.2.10.1.1 All Inmates admitted to Mental Health Infirmaries shall be immediately referred to the Medical Care Provider for a medical consultation and ongoing medical management, as required.
- 2.2.2.10.2 The Contractor shall provide mental health services in medical Infirmaries to any inmate there requiring those services and to any inmate placed there by the Contractor for acute psychiatric stabilization.
- 2.2.2.10.3 For inpatient care that cannot be provided in mental health Infirmaries the Contractor shall arrange for the inmate's admission to the appropriate State psychiatric hospital operated by DHMH.
- 2.2.2.10.4 The Contractor shall operate mental health Infirmaries for the inmates assigned to them by the Agency in consultation with the Contractor, at these locations:
  - 2.2.2.10.4.1 CMHCB
    - 2.2.2.10.4.1.1 A 38-bed infirmary at BCDC for male inmates.
    - 2.2.2.10.4.1.2 A shared 12-bed mental/medical health infirmary at BCDC for female inmates.
  - 2.2.2.10.4.2 CMHCJ
    - 2.2.2.10.4.2.1 A 150-bed capacity inpatient mental health unit at the Patuxent facility for male inmates.
    - 2.2.2.10.4.2.2 A 64-bed unit for movement towards general population or release.
  - 2.2.2.10.4.3 MCIW
    - 2.2.2.10.4.3.1 A 10 bed inpatient mental health unit at MCIW for female inmates.
- 2.2.2.10.5 The Contractor shall maintain inpatient mental health records within the inpatient mental health unit.
- 2.2.2.10.6 The Contractor shall complete a written discharge summary of inpatient treatment; make the summary and the infirmary file a part of the inmate's Patient Health Record, and send a copy of the summary to accompany the patient to the receiving facility's Chief Psychologist.

2.2.2.10.7 The Contractor's staff assigned to the medical infirmary shall coordinate the treatment and assessments to be provided during the stabilization period and shall liaison with the Medical Care Services Contractor and the Agency's Mental Health Program.

#### 2.2.2.11 TERMINALLY ILL PATIENTS

The Contractor shall evaluate the mental status of terminally ill inmates upon referral by the Medical Care Services Contractor, and participate with the Medical Care Services Contractor and others in the development of a Plan of Care and Support Services.

#### 2.2.2.12 EMERGENCY MENTAL HEALTH CARE

2.2.2.12.1 In each Service Delivery Area, outside of CMHCJ and CMHCB, the Contractor shall provide psychiatric stabilization services in a "safe cell" setting for up to 72 hours for inmates exhibiting acute psychiatric symptoms.

2.2.2.12.2 The Contractor shall provide such treatment as is necessary to stabilize the individual for return to an outpatient treatment setting or transport to an inpatient unit.

#### 2.2.2.13 TRANSFERS AND RELEASES (DPSCS Forms 130-231aR and 130-237aR)

The Contractor shall conduct transfer/release assessments no later than 24 hours prior to transfer/release of inmates to ensure continuity of care within the Agency and upon release. The assessment shall be placed in the Patient Health Record and a copy forwarded to the Chief Psychologist at the receiving facility.

#### 2.2.2.14 ON CALL COVERAGE

The Contractor shall provide on call psychiatrists to deliver on call coverage whenever a psychiatrist is not present at an institution who shall telephonically respond to institution-based calls within fifteen minutes of the request for service. The psychiatrist on call shall provide direction to the caller; or if requested to do so, or the situation warrants direct assessment, the psychiatrist shall go on site to the institution within one hour after notification.

#### 2.2.2.15 EMERGENCY PREPAREDNESS (DPSCSD 130-100, §140)

2.2.2.15.1 The Contractor shall implement, as necessary, treatment and evacuation procedures to handle both individual and multiple casualties, consistent with the Agency's and the specific facility's Emergency Preparedness Plan.

2.2.2.15.2 The Contractor shall ensure that psychiatric personnel are available to provide mental health care services as required by this contract during severe weather, natural disasters and other emergencies.

2.2.2.15.3 The Contractor shall participate in all institutional emergency services plan.

#### 2.2.2.16 CHRONIC CARE CLINICS

2.2.2.16.1 The Contractor shall ensure that Mental Health Chronic Care Clinics are scheduled and that individualized treatment plans are implemented in collaboration with the Agency's Mental Health Program, through periodic outpatient evaluations that minimize acute inpatient and infirmary care.

2.2.2.16.2 The Contractor shall maintain a chronic care electronic "database" using a database program or format approved by the Agency, in the event that this reporting capacity is not available to the Agency via its Electronic Patient Health Record.

#### 2.2.2.17 PATIENT HEALTH RECORDS

The Contractor shall forward a hard copy of any material to be included in its Patient's Mental Health Record to the Medical Care Service Provider for inclusion in the Agency's Patient Health Record.

#### 2.2.2.18 DIAGNOSTICS

2.2.2.18.1 The Contractor shall provide all diagnostic studies including laboratory services required to implement the Mental Health Services program.

2.2.2.18.2 These services shall include all specimens and data collection and all transportation of specimens, data and documents.

2.2.2.18.3 Laboratory services shall include a printer to receive test results, provisions for stat services, daily pick up of specimens and delivery of reports. The Contractor shall ensure that the contracted laboratory has a quality improvement plan, which includes the equipment calibration and check of reagents.

2.2.2.18.3.1 The Contractor shall employ lab services that have the capability to transfer lab results electronically.

2.2.2.18.3.2 In subcontracting with a laboratory services provider, the Contractor must, after obtaining three bids on laboratory services, select the bidder offering the least cost for comparable services.

2.2.2.18.3.2.1 All laboratory and diagnostic services in excess of \$200 will require approval by the UM Contractor unless they are a part of a course in treatment protocol (e.g. HIV, Hep C or TB) already approved.

2.2.2.18.3.3 The Contractor will be responsible for the costs of laboratory services not properly obtained.

2.2.2.18.4 A psychiatrist shall review all laboratory results within 48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The psychiatrist on call shall be notified immediately of all STAT reports.

#### 2.2.2.19 MEDICATION

2.2.2.19.1 The Contractor shall prescribe medications as medically necessary and appropriate, and shall administer and store medications in its possession, in compliance with relevant Regulatory Boards, Pharmacy, DHMH, DEA, CDS and any other state and federal guidelines.

2.2.2.19.2 The Contractor shall use the DPSCS Formulary when prescribing medication.

#### 2.2.2.20 HAZARDOUS WASTE

The Contractor shall dispose of all special medical waste and hazardous or toxic waste created by the operation of the Mental Health Services program by the Contractor, and its subcontractors, in accordance with Federal and State laws. Removal of these wastes is the responsibility of the Medical Care Provider.

#### 2.2.2.21 EQUIPMENT AND SUPPLIES

2.2.2.21.1 The Contractor shall maintain a perpetual inventory of all equipment and shall place State Inventory numbers on all equipment as per the requirements of the DGS Inventory Control Manual, whenever it purchases such a piece of equipment. All equipment and supplies purchased under this contract become the property of the State

2.2.2.21.1.1 The Contractor shall adhere to the requirements set forth in the DGS Inventory Control Manual ([http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003\\_InvControlManual.pdf](http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf)).

2.2.2.21.1.1.1 Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor will be responsible to the Agency instead.

2.2.2.21.2 The Contractor shall provide all the operating equipment, furniture, office supplies, patient supplies, durable medical equipment and any other supplies and equipment it needs to provide services as necessary.

2.2.2.21.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Contractor will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment.

- 2.2.2.21.4 The Contractor shall maintain and repair all equipment and shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary.
- 2.2.2.21.5 At the beginning of each month, the Contractor shall submit to the Agency's Medical Internal Audit Unit for its approval a monthly purchasing plan detailing all equipment and supplies it intends to purchase or repair for that month.
  - 2.2.2.21.5.1 The plan shall provide details on the item, the quantity, the cost and the rationale for the purchase.
  - 2.2.2.21.5.2 The Contractor shall show evidence of having obtained three bids for any item, or the aggregate of items, exceeding \$500 that are not available for purchase by the Agency through the State's Active Blanket Purchase Orders (URL: <http://dgsweb.dgs.state.md.us/activeBPO>) and shall select the lowest bidder for items of comparable quality.
    - 2.2.2.21.5.2.1 If an item is available through the State's Blanket Purchase Orders, the Contractor shall obtain two additional bids and shall select the lowest bidder for items of comparable quality.
    - 2.2.2.21.5.2.2 If the lowest cost item is available through the State's Active Blanket Purchase Orders, the contractor shall so advise the Agency, the Agency will make the purchase and have the item(s) delivered to the Contractor.
    - 2.2.2.21.5.2.3 The Contractor may enter into a subcontract with vendors to obtain materials and supplies (See DGS Inventory Control Manual) in accordance with the provisions of Section 2.2.1.21.5.2.
  - 2.2.2.21.5.3 The Contractor shall purchase only those items that the Agency has approved and shall submit invoices for purchases or repairs within 5 days of purchase to the Agency.

## 2.2.2.22 OUTPATIENT MENTAL HEALTH

The Contractor shall:

- 2.2.2.22.1 Refer inmates to the Facility Chief Psychologist for mental health needs that can be managed on an outpatient basis;
- 2.2.2.22.2 Notify the Facility Chief Psychologist of any referral made to the Contractor of an Inmate not made by the facility psychology staff;
- 2.2.2.22.3 Respond to mental health emergencies;

- 2.2.2.22.4 Perform emergency evaluations;
- 2.2.2.22.5 Conduct intake evaluations on new referrals;
- 2.2.2.22.6 Manage medication for inmates with diagnosed mental disorders that have been determined to have the potential for benefit from psychotropic intervention;
- 2.2.2.22.7 Refer those inmates due to be released within 24 months, who meet the criteria for admission, to the Mental Health Transition Unit;
- 2.2.2.22.8 Provide consultation services to the Agency's mental health staff;
- 2.2.2.22.9 Provide monthly (and more frequently if requested) status reports, on inmates being seen by the Contractor to the Facility Chief Psychologist;
- 2.2.2.22.10 Assist the Agency's mental health staff with referrals to mental health units and the Department of Health and Mental Hygiene.

#### 2.2.2.23 PROGRAM LICENSES AND STANDARDS

- 2.2.2.23.1 The Contractor shall obtain and retain all Federal and State licenses and certificates necessary to legally provide the health care program or any of its subcomponents and provide copies to the ACOM.
  - 2.2.2.23.1.1 The Contractor shall forward to the Agency any invoice for program licenses and/or certificates fees immediately upon receipt.
- 2.2.2.23.2 The Contractor shall maintain a Quality Improvement Committee to assure compliance with licensing regulations and manuals of procedure and protocol and a defined reporting structure that assures that deficiencies are addressed appropriately.

#### 2.2.2.24 REPORTS

- 2.2.2.24.1 The Contractor shall produce reports addressing the work being performed under the contract in a form and format prescribed by the Agency as required including, but not limited to:
  - 2.2.2.24.1.1 Population profile by mental illness type; age and disability
  - 2.2.2.24.1.2 Psychotropic medication prescription trends;
  - 2.2.2.24.1.3 Sick call utilization;
  - 2.2.2.24.1.4 Infirmary and hospital utilization;
  - 2.2.2.24.1.5 Program performance;

2.2.2.24.1.6 Staff vacancies.

2.2.2.24.2 Until the EPHR/HMIS system is completely implemented or if the EPHR/HMIS cannot produce a specifically required report, the Contractor shall be required to keep statistical data related to the inmate mental health services program which shall include utilization of service statistics and other information useful in the evaluation of the programs and services provided and that would assist in determining future needs.

2.2.2.24.2.1 The Contractor shall submit statistical reports for each month by the tenth day of the following month.

2.2.2.24.2.2 In addition to information requested elsewhere, the reports shall contain information as provided in the Contractor's Monthly Stat Pack and as approved by the Agency.

2.2.2.24.3 The Contractor shall provide a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.

2.2.2.24.4 A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided by the 30th of June for each contract year.

#### 2.2.2.25 RESEARCH

The Contractor shall cooperate with Agency approved research studies and/or special clinical programs.

### 2.2.3 DENTAL SERVICES MODULE

#### 2.2.3.1 GENERAL

2.2.3.1.1 The Contractor shall provide the DENTAL SERVICES component of the Inmate Health Services Program, including, but not limited to, furnishing primary dental care required by the inmate population and all supplies and equipment.

2.2.3.1.2 The Contractor shall enter information into the EPHR/HMIS and create the hard copy Patient Health Record for each inmate.

2.2.3.1.3 The Contractor shall use Agency forms unless a form for a particular purpose does not exist. (Attachment L)

2.2.3.1.3.1 Where a form does not exist, the Contractor may develop such a form, but must submit it to the Agency for its approval prior to its use.

- 2.2.3.1.4 The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department.
- 2.2.3.1.5 The Contractor shall adhere to and maintain compliance with the following:
  - 2.2.3.1.5.1 Current Consent Decrees;
  - 2.2.3.1.5.2 State laws and regulations;
  - 2.2.3.1.5.3 Departmental protocols and directives, and
  - 2.2.3.1.5.4 Maryland Commission on Correctional Standards;
  - 2.2.3.1.5.5 National Commission on Correctional Health Care (NCCHC) Standards at BCDC and BCBIC.
- 2.2.3.1.6 The Contractor shall provide programs that comply with ACA standards as applicable. **(Task 2)**
- 2.2.3.1.7 At the request of the Agency, the Contractor shall provide in-services to Department Staff on subjects related to this Module and of importance to designated staff in the performance of their duties for up to 8 hours quarterly in each Service Delivery Area.
  - 2.2.3.1.7.1 The Contractor shall permit Departmental staff to attend the Contractor's Pre-Service and In-Service training as space allows.
- 2.2.3.1.8 The Contractor shall ensure that qualified dentists and other dental professionals shall provide those services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs.
- 2.2.3.1.9 The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 2.2.3.1.10 **QUALIFICATIONS**
  - 2.2.3.1.10.1 The Agency may determine whether a person is properly qualified. Qualification decisions shall compare job qualifications to individual skills. A match between qualifications and skills shall determine whether or not the person is properly qualified and suitable. The Contractor shall provide any and all materials requested by the Agency for review when making qualification decisions, including a signed application for employment.
- 2.2.3.1.11 **CREDENTIALS**

- 2.2.3.1.11.1 The Contractor or a subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.
- 2.2.3.1.11.2 The Contractor shall:
  - 2.2.3.1.11.2.1 Maintain current policies and procedures that define the credentialing process in detail;
  - 2.2.3.1.11.2.2 Assemble, have accessible on site and available for review by the Agency, credentialing information that includes:
    - 2.2.3.1.11.2.2.1 Signed application
    - 2.2.3.1.11.2.2.2 Verification of education and training, work history
    - 2.2.3.1.11.2.2.3 Professional references
    - 2.2.3.1.11.2.2.4 Malpractice claims history
    - 2.2.3.1.11.2.2.5 Results of a National Practitioner Data Bank Query
    - 2.2.3.1.11.2.2.6 Current license to practice
    - 2.2.3.1.11.2.2.7 Board or specialty certification
    - 2.2.3.1.11.2.2.8 Evidence of review of health status
    - 2.2.3.1.11.2.2.9 DEA and CDS certificate(s)
    - 2.2.3.1.11.2.2.10 Lack of present illicit drug use
    - 2.2.3.1.11.2.2.11 CPR certification.
    - 2.2.3.1.11.2.2.12 Maintain credential folders for all health care providers employed by a subcontractor that contain the items required for the Contractor's employees.
- 2.2.3.1.12 SCREENING
  - 2.2.3.1.12.1 Documentation
    - 2.2.3.1.12.1.1 The Contractor shall provide the Agency with all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for

certification, that are legally required for an employee or subcontractor:

2.2.3.1.12.1.1.1 Prior to the performance of any services under the contract and

2.2.3.1.12.1.1.2 Within one month of the renewal date of the credential

#### 2.2.3.1.12.2 Criminal History Check

Prior to employment or at any other time, the Contractor shall, upon the Agency's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.

#### 2.2.3.1.12.3 INSTITUTIONAL ACCESS/SECURITY

2.2.3.1.12.3.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right.

2.2.3.1.12.3.1.1 The Contractor shall be responsible for assuring that the services that that person so removed or denied access are delivered.

2.2.3.1.12.3.2 The Contractor, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region.

2.2.3.1.12.3.3 Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause to terminate the contract for default.

#### 2.2.3.1.12.4 IN-SERVICE

2.2.3.1.12.4.1 The Contractor shall provide its Staff pre-service and annual in-service training on subjects related to this Module, including, but not limited to, suicide prevention, prescribing practices, etc. Under this section, "Staff" means the Contractor's employees, the Contractor's sub-contractors, and the employees of a sub-contractor.

2.2.3.1.12.4.2 At the initiation of the Contract, and within 30 days of a new staff member's beginning to provide service, the Contractor shall provide to the Agency and to each Staff member to be trained a schedule and program for in-service training. Training shall include MCCA

compliance, and the applicable practice requirements of any regulatory body.

2.2.3.1.12.4.3 Not later than 30 days after having been informed of any new directives, manuals, policy, protocol and procedure, the Contractor shall provide training on the issue to affected staff.

2.2.3.1.12.4.4 Annual refresher training on directives, manuals, policy, protocol and procedure shall be provided to affected staff.

#### 2.2.3.1.12.5 DOCUMENTATION

The Contractor is responsible for creating and maintaining on-site for each of its employees and those of a subcontractor working on-site, documentation that those persons have received the pre-service and in-service training required by this Contract.

#### 2.2.3.1.12.6 SPECIAL TRAINING AUTHORIZATION

2.2.3.1.12.6.1 At the written request of the Contractor, the Agency may authorize the Contractor to send providers for in-service training in place of their normal work hours and duties

2.2.3.1.12.6.2 The written request for the authorization must be approved, in writing, by the Agency Contract Operations Manager or designee.

2.2.3.1.12.6.3 The written request shall include the following information:

2.2.3.1.12.6.3.1 The title or subject, date and time of the training;

2.2.3.1.12.6.3.2 The position(s) covered by the authorization; and

2.2.3.1.12.6.3.3 The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.

2.2.3.1.12.6.4 When the training is for more than one day, the Contractor shall provide a plan for service delivery that addresses, to the Agency Contract Operations Manager's satisfaction, how services shall be provided during the absence of the personnel attending the training. The service delivery plan shall accompany the request for Special Training Authorization.

2.2.3.1.13 Unless the Agency otherwise permits, all requests for Special Training Authorization shall be made to the Agency at least one month prior to the training date.

2.2.3.1.14 The Contractor is responsible for the actions and/or inactions of all of its employees and subcontractors providing services under this contract.

- 2.2.3.1.14.1 The Contractor shall inform the Agency of all disciplinary actions, including counseling, and legal action(s) taken against the Contractor's health care providers and the health care providers of a subcontractor who provide any services required under this contract.
  - 2.2.3.1.14.1.1 The Contractor shall provide any records related to these actions upon the Agency's request.
- 2.2.3.1.15 Telephone And Utilities
  - 2.2.3.1.15.1 The Agency will provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Agency provides its employees.
  - 2.2.3.1.15.2 The Contractor shall be responsible for the cost of any long distance telephone calls to its own offices.
  - 2.2.3.1.15.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from phones for which the Agency pays the costs.
    - 2.2.3.1.15.3.1 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.
- 2.2.3.2 The Contractor shall not renovate any Agency structure without the written permission of the Agency.
- 2.2.3.3 INSTRUCTION

The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Health Care Administrator may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate.
- 2.2.3.4 TRANSITION PLAN

The Contractor shall submit to the Agency for approval a 30-day Transition Plan developed in its proposal under RFP Section 3.4.2.3.9 and designed to provide full services under the Contract beginning July 1, 2005. The Contractor shall implement the Transition Plan during the period from June 1, 2005 through June 30, 2005.
- 2.2.3.5 STAFFING AND SERVICES

- 2.2.3.5.1 The Contractor shall have an Agency approved Monthly Facility Services Schedule (“MFSS”). The MFSS shall comply with the Contractor’s Staffing and Services Plan submitted in its proposal per the RFP, Section 3.4.2.3.10.
  - 2.2.3.5.1.1 In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the programs and services required by the RFP in the Service Delivery Areas at the various facilities and locations in the facilities.
  - 2.2.3.5.1.2 If requirements or conditions change, the Agency may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.
- 2.2.3.5.2 The Contractor’s administrative staff must spend at least 80% of their time in the Service Delivery Area unless otherwise approved by the Agency Contract Operations Manager (ACOM).
- 2.2.3.5.3 The Contractor must provide management and supervisory personnel with cell phones to assure that such persons are immediately reachable when needed.
- 2.2.3.5.4 The MFSS shall comply with the following requirements:
  - 2.2.3.5.4.1 Provide the full name and credential (e.g. PA, RN, etc) of every individual assigned to a position on the schedule for that month;
    - 2.2.3.5.4.1.1 The Contractor may not place individuals in positions for which they are not qualified or for which they are not properly credentialed. The Contractor shall assure that personnel are qualified and licensed to perform assigned duties.
    - 2.2.3.5.4.1.2 The Agency shall consider for approval qualified healthcare personnel to be employed on a PRN or temporary basis. The Contractor shall use only those pre-approved employees to staff vacant positions within the Service Delivery Area.
      - 2.2.3.5.4.1.2.1 These personnel shall fill a specific position that has a defined position description approved by the Agency as described in the Contractor’s Personnel Manual.
  - 2.2.3.5.4.2 Provide the times and locations of all clinic services to be provided;
  - 2.2.3.5.4.3 Provide the time and locations of all training activities, and administrative, clinical and management meetings;
  - 2.2.3.5.4.4 Be delivered to the ACOM not later than 10 days prior to the first day of the beginning of the service month addressed by the MFSS.

#### 2.2.3.5.4.5 MFSS Adjustments

2.2.3.5.4.5.1 The Contractor may adjust the MFSS for any Provider upon verbal approval of the Agency Contract Operations Manager.

2.2.3.5.4.5.1.1 If the Agency Contract Operations Manager cannot be reached, the Agency Health Care Administrator; the Agency Medical Director or designee, or the Director of the Office of Inmate Health Care may act in the Agency Contract Operations Manager's place.

2.2.3.5.4.5.2 The verbal approval is not effective until confirmed by the Contractor in writing to the Agency within 10 workdays of the Agency's verbal approval, and the Agency approves the Contractor's written confirmation.

2.2.3.5.4.5.3 The Contractor shall provide a staffing report by position, indicating position hours not properly filled, on the 10<sup>th</sup> day of the month following the month being reported.

#### 2.2.3.5.5 Time and Attendance System

2.2.3.5.5.1 Unless otherwise permitted by the Agency, within 30 days after the beginning of this contract, the Contractor shall install and use an automated time and attendance system of any type at each facility listed in ATTACHMENT J.

#### 2.2.3.5.5.2 Time Reporting

2.2.3.5.5.2.1 The Agency may, at any time, require that each employee of the Contractor or of a subcontractor use any automated timekeeping system owned by the State in order to verify the hours worked by the employee.

2.2.3.5.5.2.2 Notwithstanding the use of any State owned or operated automated timekeeping system, each person employed by the Contractor or a subcontractor shall sign-in and sign-out on forms provided by the Agency whenever such person enters or leaves a work site.

2.2.3.5.5.2.3 Each person signing in or signing out shall legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.

2.2.3.5.5.2.4 No person shall sign-in, sign-out, clock-in or clock-out for any other person.

2.2.3.5.5.2.5 In addition to the manual sign-in-sign-out system, each employee of the Contractor or subcontractor shall also clock in and clock out when entering or leaving the institution at all institutions where time clocks are used.

#### 2.2.3.6 PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT

2.2.3.6.1 The Contractor shall provide professional management services to support the inmate dental care program.

2.2.3.6.2 The Contractor shall provide, as necessary to assure the effective functioning of programs and services:

2.2.3.6.2.1 Periodic administrative and clinical management meetings;

2.2.3.6.2.2 Periodic in-service training for dental staff;

2.2.3.6.2.3 A comprehensive orientation program for new staff;

2.2.3.6.2.3.1 The Contractor's staff must participate in the Department's security orientation and training for up to 40 hours each year.

2.2.3.6.2.4 Periodic quality improvement, audits, inspections and reporting programs; and

2.2.3.6.2.5 A continuous recruitment program;

2.2.3.6.3 The Contractor shall provide to its staff and its staff shall abide by Agency approved, comprehensive Protocol and Procedure Manuals, to include, but not be limited to:

2.2.3.6.3.1 Continuous Quality Improvement,

2.2.3.6.3.2 Dental Assistants,

2.2.3.6.3.3 Dental Health Education Program Manual,

2.2.3.6.3.4 Dental Services,

2.2.3.6.3.5 Emergency Care Manual,

2.2.3.6.3.6 Emergency Management Plan Manual,

2.2.3.6.3.7 Equipment and Supply Inventory Control Manual,

2.2.3.6.3.8 Infectious Disease Manual,

2.2.3.6.3.9 Medical,

2.2.3.6.3.10 Medical Records,

2.2.3.6.3.10.1 In addition to other requirements, shall require the Contractor's provider staff to use ICD 9 CM codes to describe diseases and injuries and CDT codes to describe procedures performed by dentists and other dental professionals.

2.2.3.6.3.11 Personnel Policies and Procedures Manual,

2.2.3.6.3.12 Pharmaceuticals,

2.2.3.6.3.13 Radiology,

2.2.3.6.3.14 Risk Management and Mortality Review,

2.2.3.6.3.15 Utilization Management,

2.2.3.6.3.15.1 Peer Review Component,

2.2.3.6.3.15.2 Pre-certification, this section shall require pre-certification by the Utilization Management Contractor for the following:

2.2.3.6.3.15.2.1 Hospital Admissions,

2.2.3.6.3.15.2.2 Infirmery Admissions,

2.2.3.6.3.15.2.3 Twenty-three (23) Hour Admissions,

2.2.3.6.3.15.2.4 Specialty Diagnostics and Imaging Services,

2.2.3.6.3.15.2.5 Surgeries,

2.2.3.6.3.15.2.6 Outpatient Procedures and Consultations,

2.2.3.6.3.15.2.6.1 Noting whether these were accomplished on site, off site, or via telemedicine.

2.2.3.6.3.15.3 Retrospective Certifications

2.2.3.6.3.15.3.1 The Contractor will immediately submit information on all emergency room admissions and all infirmery admissions, which were not pre-certified to the Utilization Management Provider.

2.2.3.6.3.15.4 The Contractor shall be responsible to pay bills for any admissions not approved by the Utilization Management Provider.

- 2.2.3.6.4 The Contractor shall manage a program for continuous quality improvement and professional peer review as outlined in its manual.
  - 2.2.3.6.4.1 The Contractor shall include CQI meetings on its Monthly Facility Service Schedule to review measures of performance and to develop and monitor and measure quality improvement outcomes.
- 2.2.3.6.5 The Contractor shall participate in quarterly Multidisciplinary Continuous Quality Improvement Committee meetings and reviews in each Service Delivery Area to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.
  - 2.2.3.6.5.1 The Service Delivery Area's Medical Director shall chair the Area Quality Improvement Committee. Membership shall include but not be limited to:
    - 2.2.3.6.5.1.1 The Warden/Designee, (State Position)
    - 2.2.3.6.5.1.2 The Area's Medical Care Services Manager
    - 2.2.3.6.5.1.3 The Area Director of Nursing,
    - 2.2.3.6.5.1.4 The Area Dentist
    - 2.2.3.6.5.1.5 The Area Pharmacist
    - 2.2.3.6.5.1.6 The Area Psychiatrist
    - 2.2.3.6.5.1.7 The Area Psychologist (State Position) and
    - 2.2.3.6.5.1.8 The Area EPHR/HMIS Manager
    - 2.2.3.6.5.1.9 The Area Utilization Management Manager
    - 2.2.3.6.5.1.10 The Agency Quality Improvement Manager, (State Position)
    - 2.2.3.6.5.1.11 The Agency Contract Operations Manager, (State Position)
    - 2.2.3.6.5.1.12 Representatives from other departments as appropriate for the facility.
  - 2.2.3.6.5.2 The committee shall perform the following functions:
    - 2.2.3.6.5.2.1 Review the total health care operation;

- 2.2.3.6.5.2.2 Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's Quality Improvement Manager;
- 2.2.3.6.5.2.3 Analyze issues referred to it or identified throughout the quality improvement process;
- 2.2.3.6.5.2.4 Take corrective actions and evaluate their effectiveness;
- 2.2.3.6.5.2.5 Document and report all activities in committee minutes.
- 2.2.3.6.5.3 The Contractor shall participate, as required by the Agency, in all quality improvement, peer review, utilization review, risk management and any accreditation activities.
  - 2.2.3.6.5.3.1 Adherence to ACA standards. (**Task 2**).
- 2.2.3.6.5.4 The Contractors shall provide the Department's Quality Improvement Manager documentation of an appropriate quality improvement program for subcontractors, which shall include, but not be limited to, off site hospitals, specialty physicians, laboratory, et. al.
- 2.2.3.6.5.5 The Contractor shall attend monthly Agency Contract Operations Manager meetings to review significant issues and new developments, and provide feedback relative to the Quality Improvement Program so that any deficiencies or recommendations may be addressed.
- 2.2.3.6.5.6 The Contractor shall submit a monthly incident review report (by the fifth day of the following month) to the Director of the Office of Inmate Health Services detailing (i.e. inmate names and numbers, names of staff involved, dates, times, etc.) all adverse incidents, including, but not limited to:
  - 2.2.3.6.5.6.1 Deaths,
  - 2.2.3.6.5.6.2 Assaults on contractor staff,
  - 2.2.3.6.5.6.3 Inmate assaults requiring medical treatment,
  - 2.2.3.6.5.6.4 Post “use of force” examinations,
  - 2.2.3.6.5.6.5 Complaints about service,
  - 2.2.3.6.5.6.6 Emergency Responses,
    - 2.2.3.6.5.6.6.1 Ambulance,
    - 2.2.3.6.5.6.6.2 On call,

- 2.2.3.6.5.6.7 Lapses in protocol and procedure,
- 2.2.3.6.5.6.8 Exposures to infectious diseases,
  - 2.2.3.6.5.6.8.1 Prophylaxis administration,
- 2.2.3.6.5.6.9 Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.),
- 2.2.3.6.5.6.10 Patient Clinical Case Conferences.

#### 2.2.3.6.6 Peer Review

- 2.2.3.6.6.1 A Dentist, designated by the Utilization Management Contractor shall review the work of all practicing dentists on an annual basis.
- 2.2.3.6.6.2 The results shall be communicated to the Contractor, to the providers and to the Agency within 15 days of the anniversary of the provider's entrance on duty date.

#### 2.2.3.6.7 Infection Control

The Contractor shall manage an infection control program in compliance with CDC guidelines and OSHA regulations, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws and Agency policy and guidelines.

#### 2.2.3.6.8 Grievances/Complaints

The Contractor shall investigate complaints made by inmates and other persons in interest, regarding any aspect of the Dental Services delivery system upon the Agency's request and respond within ten days of receipt. The Agency may review any inmate complaint and review the Contractor's actions. The Contractor must implement the Agency's recommendations in disputed cases.

#### 2.2.3.6.9 Policy and Procedures Review

- 2.2.3.6.9.1 The Contractors shall review all Manuals and administrative and operational policies and procedures on a continuing basis according to its review schedule.
  - 2.2.3.6.9.1.1 Reviews shall occur at intervals of no less than every 12 months.
  - 2.2.3.6.9.1.2 Statements signed by the Contractor's Medical Director and the Contractor's Senior Administrator in Maryland indicating that such

a review has been conducted, along with the revised documents, shall be submitted to the Agency by the scheduled review date.

2.2.3.6.9.1.2.1 The statement shall specifically note what changes have been made and where they reside in the document.

2.2.3.6.9.2 The policies and procedures shall be designed to meet ACA (**Task 2**) and Maryland State statutes, regulations, policies and guidelines.

2.2.3.6.9.3 The Agency reserves the right to approve policies and procedures of the Contractor.

#### 2.2.3.6.10 Strategic Planning and Consultation

2.2.3.6.10.1 The Contractor shall provide strategic operational planning and clinical and administrative consultation at the Agency's request.

2.2.3.6.10.2 The Contractor shall, at the Agency's request, participate in the development and transition plan for any new facility and shall send a representative to related meetings.

#### 2.2.3.6.11 Risk Management and Mortality Review

2.2.3.6.11.1 The Contractor shall manage a formal mortality review process consistent with its Agency approved manual.

2.2.3.6.11.2 Mortality Review reporting shall be submitted to the Agency as required by Agency policy (DPSCSD 130-100, §166).

#### 2.2.3.6.12 Pharmacy and Therapeutics

2.2.3.6.12.1 The Contractor shall participate in a Pharmacy and Therapeutics Committee, which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.

2.2.3.6.12.2 The Committee shall meet quarterly.

#### 2.2.3.7 DENTAL SICK CALL CLINIC

2.2.3.7.1 The Contractor shall provide Dental Sick Call Clinics for each facility five days a week as provided on the MFSS and approved by the ACOM.

2.2.3.7.1.1 Each Dental Sick Call Clinic shall continue until it is completed, i.e. when each inmate scheduled to be seen during that Clinic and who shows up for the appointment, has been seen.

- 2.2.3.7.1.2 The Contractor shall use an Agency approved charting system that identifies the inmate's oral health condition and specifies the priorities of treatment by category consistent with Departmental and Agency Policy. (DPSCSD 130-500) (DPSCS Form 130-101 aR)
- 2.2.3.7.2 An inmate who is seen by the Medical staff and is referred to the Dental Services Provider with an urgent or emergent need shall be seen within 24 hours.
- 2.2.3.7.3 Segregated inmates shall be provided scheduled Dental Services and unscheduled Dental Services in all facilities, equivalent to the Dental Services available to the general population.

2.2.3.8 DENTAL TREATMENT

The Contractor shall:

- 2.2.3.8.1 Provide necessary dental treatment including fillings, and extractions provided upon clinical indication;
- 2.2.3.8.2 Provide oral hygiene education on the prevention of dental disease;
- 2.2.3.8.3 Make referral to a periodontal specialist if needed (**Task 3**);
- 2.2.3.8.4 Provide all dental prosthetics and lab services; and
- 2.2.3.8.5 Provide for consultation with and referral for maxillofacial surgery services when indicated

2.2.3.9 PREVENTIVE DENTISTRY (**Task 3**)

The Contractor shall provide a program of Preventive Dentistry that includes but is not limited to:

- 2.2.3.9.1 Taking a full dental history.
- 2.2.3.9.2 A dental Screening conducted within seven days of admission, unless completed within the last six months.
- 2.2.3.9.3 A full dental examination by a dentist of hard and soft tissue of the oral cavity and instruction on oral hygiene.
- 2.2.3.9.4 Preventive care by trained dental personnel within three months of admission, diagnostic x-rays to be taken if necessary.
- 2.2.3.9.5 Periodontal care when determined to be clinically necessary by the Utilization Management Provider

## 2.2.3.10 DENTAL CARE LOCATIONS

The Dental Services Provider shall provide dental services at the following locations:

### 2.2.3.10.1 Baltimore Service Delivery Area

2.2.3.10.1.1 MTC – 3 Chairs

2.2.3.10.1.2 MRDCC – 1 Chair

2.2.3.10.1.3 BCDC – 2 Chairs

2.2.3.10.1.4 MCAC – 1 Chair

### 2.2.3.10.2 Jessup Service Delivery Area

2.2.3.10.2.1 MCIW – 2 Chairs (as of 7/1/05, currently - 1 chair)

2.2.3.10.2.2 MHCX – 2 Chairs

2.2.3.10.2.3 MHC – 3 Chairs (as of 7/1/05, currently - 2 chairs operational)

2.2.3.10.2.4 BCF – 1 Chair

2.2.3.10.2.5 MCIJ – 1 Chair

2.2.3.10.2.6 PATX – 1 Chair

### 2.2.3.10.3 Western Service Delivery Area

2.2.3.10.3.1 WCI – 2 Chairs

2.2.3.10.3.2 NBCI – 2 Chairs (**Task 4**)

2.2.3.10.3.3 MCIH – 1 Chair

2.2.3.10.3.4 MCTC – 2 Chairs

2.2.3.10.3.5 RCI – 2 Chairs

### 2.2.3.10.4 Eastern Service Delivery Area

2.2.3.10.4.1 ECIW – 2 Chairs

2.2.3.10.4.2 ECIE – 2 Chairs

## 2.2.3.11 EMERGENCY DENTAL CARE

The Contractor shall provide emergency dental services while on site in each Service Delivery Area,

#### 2.2.3.12 ON CALL COVERAGE

The Contractor shall provide on call dentists to deliver on call coverage whenever a dentist is not present at an institution who shall telephonically respond to institution-based calls within fifteen minutes of the request for service. The dentist on call shall provide direction to the caller; or if requested to do so, or the situation warrants direct assessment, the dentist shall go on site to the institution within one hour after notification.

#### 2.2.3.13 EMERGENCY PREPAREDNESS (DPSCSD 130-100, §140)

2.2.3.13.1 The Contractor shall ensure that dental personnel are available to provide dental care services as required by this contract during severe weather, natural disasters and other emergencies.

2.2.3.13.2 The Contractor shall participate in all regional and statewide institutional emergency services plan rehearsals.

#### 2.2.3.14 PATIENT HEALTH RECORDS

The Contractor shall forward a hard copy of any material to be included in its patient health record to the Medical Care Service Provider for inclusion in the Agency's Patient Health Record.

#### 2.2.3.15 DIAGNOSTICS

2.2.3.15.1 The Contractor shall provide all diagnostic studies including laboratory services required to implement the Dental Services program.

2.2.3.15.2 These services shall include all specimens and data collection and all transportation of specimens, data and documents.

2.2.3.15.3 Laboratory services shall include a printer to receive test results, provisions for stat services, daily pick up of specimens and delivery of reports. The Contractor shall ensure that the contracted laboratory has a quality improvement plan, which includes the equipment calibration and check of reagents.

2.2.3.15.3.1 The Contractor shall employ lab services that have the capability to transfer lab results electronically.

2.2.3.15.3.2 In subcontracting with a laboratory services provider, the Contractor must, after obtaining three bids on laboratory services, select the bidder offering the least cost for comparable services.

2.2.3.15.3.2.1 All laboratory and diagnostic services in excess of \$200 will require approval by the UM Contractor unless they are a part of a course in treatment protocol (e.g. HIV, Hep C or TB) already approved.

2.2.3.15.3.3 The Contractor will be responsible for the costs of laboratory services not properly obtained.

2.2.3.15.4 A dentist shall review all laboratory results within 48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The dentist on call shall be notified immediately of all STAT reports.

2.2.3.15.5 All routine x-rays shall be provided in the Service Delivery Area with either on site x-ray machines or a mobile service.

2.2.3.15.5.1 The on call dentist shall be notified of positive findings if the prescribing physician is not on duty.

#### 2.2.3.16 MEDICATION

2.2.3.16.1 The Contractor shall prescribe medications as medically necessary and appropriate, and shall administer and store medications in its possession, in compliance with relevant Regulatory Board, Pharmacy, DHMH, DEA, CDS and any other state and federal guidelines.

2.2.3.16.2 The Contractor shall use the DPSCS Formulary when prescribing medication.

#### 2.2.3.17 HAZARDOUS WASTE

The Contractor shall dispose of all bio-hazardous or toxic waste created by the operation of the Dental Services program by the Contractor, and its subcontractors, in accordance with Federal and State laws. Removal of these wastes is the responsibility of the Medical Care Provider.

#### 2.2.3.18 EQUIPMENT AND SUPPLIES

2.2.3.18.1 The Contractor shall maintain a perpetual inventory of all equipment and shall place State Inventory numbers on all equipment as per the requirements of the DGS Inventory Control Manual, whenever it purchases such a piece of equipment. All equipment and supplies purchased under this contract become the property of the State.

2.2.3.18.1.1 The Contractor shall adhere to the requirements set forth in the DGS Inventory Control Manual ([http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003\\_InvControlManual.pdf](http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf)).

- 2.2.3.18.1.1.1 Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor will be responsible to the Agency instead.
- 2.2.3.18.2 The Contractor shall provide all the operating equipment, furniture, office supplies, patient supplies, durable medical equipment and any other supplies and equipment it needs to provide services as necessary.
- 2.2.3.18.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Contractor will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment.
- 2.2.3.18.4 The Contractor shall maintain and repair all equipment and shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary.
- 2.2.3.18.5 At the beginning of each month, the Contractor shall submit to the Agency's Medical Internal Audit Unit for its approval a monthly purchasing plan detailing all equipment and supplies it intends to purchase or repair for that month.
- 2.2.3.18.5.1 The plan shall provide details on the item, the quantity, the cost and the rationale for the purchase.
- 2.2.3.18.5.2 The Contractor shall show evidence of having obtained three bids for any item, or the aggregate of items, exceeding \$500 that are not available for purchase by the Agency through the State's Active Blanket Purchase Orders (URL: <http://dgsweb.dgs.state.md.us/activeBPO>) and shall select the lowest bidder for items of comparable quality.
- 2.2.3.18.5.2.1 If an item is available through the State's Blanket Purchase Orders, the Contractor shall obtain two additional bids and shall select the lowest bidder for items of comparable quality.
- 2.2.3.18.5.2.2 If the lowest cost item is available through the State's Active Blanket Purchase Orders, the contractor shall so advise the Agency, the Agency will make the purchase and have the item(s) delivered to the Contractor.
- 2.2.3.18.5.2.3 The Contractor may enter into a subcontract with vendors to obtain materials and supplies (See DGS Inventory Control Manual) in accordance with the provisions of Section 2.2.1.18.5.2.
- 2.2.3.18.5.3 The Contractor shall purchase only those items that the Agency has approved and shall submit invoices for purchases or repairs within 5 days of purchase to the Agency.

## 2.2.3.19 PROGRAM LICENSES AND STANDARDS

2.2.3.19.1 The Contractor shall obtain and retain all Federal and State licenses and certificates necessary to legally provide the dental care program or any of its sub-components and provide copies to the ACOM.

2.2.3.19.1.1 The Contractor shall forward to the Agency any invoice for program licenses and/or certificates fees immediately upon receipt.

2.2.3.19.2 The Contractor shall maintain a Quality Improvement Committee to assure compliance with licensing regulations and manuals of procedure and protocol and a defined reporting structure that assures that deficiencies are addressed appropriately.

## 2.2.3.20 REPORTS

2.2.3.20.1 The Contractor shall produce reports addressing the work being performed under the contract in a form and format prescribed by the Agency as required in the Dental Services Report (ATTACHMENT P)

2.2.3.20.2 Until the EPHR/HMIS system is completely implemented or if the EPHR/HMIS cannot produce a specifically required report, the Contractor shall be required to keep statistical data related to the dental care program which shall include utilization of service statistics and other information useful in the evaluation of the programs and services provided and that would assist in determining future needs.

2.2.3.20.3 The Contractor shall submit statistical reports for each month by the tenth day of the following month.

2.2.3.20.3.1 In addition to information requested elsewhere, the reports shall contain information as provided in the Contractor's Monthly Stat Pack and as approved by the Agency.

2.2.3.20.4 The Contractor shall provide a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.

2.2.3.20.5 A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided by the 30th of June for each contract year.

## 2.2.3.21 RESEARCH

The Contractor shall cooperate with Agency approved research studies and/or special clinical programs.

## 2.2.4 PHARMACY SERVICES MODULE

### 2.2.4.1 GENERAL

- 2.2.4.1.1 The Contractor shall provide the PHARMACY SERVICES component of the Inmate Health Services Program, including all supplies and equipment but not limited to refrigeration equipment and medication carts.
- 2.2.4.1.2 The Contractor shall enter information into the EPHR/HMIS and create the hard copy Patient Health Record for each inmate.
- 2.2.4.1.3 The Contractor shall use Agency forms unless a form for a particular purpose does not exist. (Attachment L)
  - 2.2.4.1.3.1 Where a form does not exist, the Contractor may develop such a form, but must submit it to the Agency for its approval prior to its use.
- 2.2.4.1.4 The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department.
- 2.2.4.1.5 The Contractor shall adhere to and maintain compliance with the following:
  - 2.2.4.1.5.1 Current Consent Decrees,
  - 2.2.4.1.5.2 State laws and regulations,
  - 2.2.4.1.5.3 Maryland Commission on Correctional Standards,
  - 2.2.4.1.5.4 Departmental protocols and directives, and
  - 2.2.4.1.5.5 National Commission on Correctional Health Care (NCCHC) Standards at BCDC and BCBIC.
- 2.2.4.1.6 The Contractor shall provide programs that comply with ACA standards as applicable. (**Task 2**)
- 2.2.4.1.7 At the request of the Agency, the Contractor shall provide in-services to Department Staff on subjects related to this Module and of importance to designated staff in the performance of their duties for up to eight hours quarterly in each Service Delivery Area.
  - 2.2.4.1.7.1 The Contractor shall permit Departmental staff to attend the Contractor's Pre-Service and In-Service training as space allows.
- 2.2.4.1.8 The Contractor shall ensure that qualified pharmacists shall provide those services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and

which are applicable to the Department's facilities and Health Care Programs.

2.2.4.1.9 The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.

#### 2.2.4.1.10 QUALIFICATIONS

2.2.4.1.10.1 The Agency may determine whether a person is properly qualified. Qualification decisions shall compare job qualifications to individual skills. A match between qualifications and skills shall determine whether or not the person is properly qualified and suitable. The Contractor shall provide any and all materials requested by the Agency for review when making qualification decisions, including a signed application for employment.

#### 2.2.4.1.11 CREDENTIALS

2.2.4.1.11.1 The Contractor or a subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.

2.2.4.1.11.2 The Contractor shall:

2.2.4.1.11.2.1 Maintain current policies and procedures that define the credentialing process in detail;

2.2.4.1.11.2.2 Assemble, have accessible on site and available for review by the Agency, credentialing information that includes:

2.2.4.1.11.2.2.1 Signed application

2.2.4.1.11.2.2.2 Verification of education and training, work history

2.2.4.1.11.2.2.3 Professional references

2.2.4.1.11.2.2.4 Malpractice claims history

2.2.4.1.11.2.2.5 Results of a National Practitioner Data Bank Query

2.2.4.1.11.2.2.6 Current license to practice

2.2.4.1.11.2.2.7 Board or specialty certification

2.2.4.1.11.2.2.8 Evidence of review of health status

2.2.4.1.11.2.2.9 DEA and CDS certificate(s)

2.2.4.1.11.2.2.10 Lack of present illicit drug use

2.2.4.1.11.2.2.11 CPR certification.

2.2.4.1.11.2.2.12 Maintain credential folders for all health care providers employed by a subcontractor that contain the items required for the Contractor's employees.

#### 2.2.4.1.12 SCREENING

##### 2.2.4.1.12.1 Documentation

2.2.4.1.12.1.1 The Contractor shall provide the Agency with all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:

2.2.4.1.12.1.1.1 Prior to the performance of any services under the contract, and

2.2.4.1.12.1.1.2 Within one month of the renewal date of the credential.

##### 2.2.4.1.12.2 Criminal History Check

Prior to employment or at any other time, the Contractor shall, upon the Agency's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.

##### 2.2.4.1.12.3 INSTITUTIONAL ACCESS/SECURITY

2.2.4.1.12.3.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right.

2.2.4.1.12.3.1.1 The Contractor shall be responsible for assuring that the services that that person so removed or denied access are delivered.

2.2.4.1.12.3.2 The Contractor, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region.

2.2.4.1.12.3.3 Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause to terminate the contract for default.

#### 2.2.4.1.12.4 IN-SERVICE

2.2.4.1.12.4.1 The Contractor shall provide its Staff pre-service and annual in-service training on subjects related to this Module, including, but not limited to, suicide prevention, prescribing practices, etc. Under this section, "Staff" means the Contractor's employees, the Contractor's sub-contractors, and the employees of a sub-contractor.

2.2.4.1.12.4.2 At the initiation of the Contract, and within 30 days of a new staff member's beginning to provide service, the Contractor shall provide to the Agency and to each Staff member to be trained a schedule and program for in-service training. Training shall include MCCS compliance, and the applicable practice requirements of any regulatory body.

2.2.4.1.12.4.3 Not later than 30 days after having been informed of any new directives, manuals, policy, protocol and procedure, the Contractor shall provide training on the issue to affected staff.

2.2.4.1.12.4.4 Annual refresher training on directives, manuals, policy, protocol and procedure shall be provided to affected staff.

#### 2.2.4.1.12.5 DOCUMENTATION

The Contractor is responsible for creating and maintaining on site for each of its employees and those of a subcontractor working on site documentation that those persons have received the pre-service and in-service training required by this contract.

#### 2.2.4.1.12.6 SPECIAL TRAINING AUTHORIZATION

2.2.4.1.12.6.1 At the written request of the Contractor, the Agency may authorize the Contractor to send providers for in-service training in place of their normal work hours and duties.

2.2.4.1.12.6.2 The written request for the authorization must be approved, in writing, by the Agency Contract Operations Manager or designee.

2.2.4.1.12.6.3 The written request shall include the following information:

2.2.4.1.12.6.3.1 The title or subject, date and time of the training;

2.2.4.1.12.6.3.2 The position(s) covered by the authorization; and

2.2.4.1.12.6.3.3 The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.

2.2.4.1.12.6.4 When the training is for more than one day, the Contractor shall provide a plan for service delivery that addresses, to the Agency Contract Operations Manager's satisfaction, how services shall be provided during the absence of the personnel attending the training. The service delivery plan shall accompany the request for Special Training Authorization.

2.2.4.1.13 Unless the Agency otherwise permits, all requests for Special Training Authorization shall be made to the Agency at least one month prior to the training date.

2.2.4.1.14 The Contractor is responsible for the actions and/or inactions of all of its employees and subcontractors providing services under this contract.

2.2.4.1.14.1 The Contractor shall inform the Agency of all disciplinary actions, including counseling, and legal action(s) taken against the Contractor's health care providers and the health care providers of a subcontractor who provide any services required under this contract.

2.2.4.1.14.1.1 The Contractor shall provide any records related to these actions upon the Agency's request.

2.2.4.1.15 Telephone And Utilities

2.2.4.1.15.1 The Agency will provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Agency provides its employees.

2.2.4.1.15.2 The Contractor shall be responsible for the cost of any long distance telephone calls to its own offices.

2.2.4.1.15.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from phones for which the Agency pays the costs.

2.2.4.1.15.3.1 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

2.2.4.2 The Contractor shall not renovate any Agency structure without the written permission of the Agency.

2.2.4.3 INSTRUCTION

The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Health Care Administrator may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate.

#### 2.2.4.4 TRANSITION PLAN

The Contractor shall submit to the Agency for approval a 30-day Transition Plan developed in its proposal under RFP Section 3.4.2.3.9 and designed to provide full services under the Contract beginning July 1, 2005. The Contractor shall implement the Transition Plan during the period from June 1, 2005 through June 30, 2005.

#### 2.2.4.5 STAFFING AND SERVICES

2.2.4.5.1 The Contractor shall have an Agency approved Monthly Facility Services Schedule ("MFSS"). The MFSS shall comply with the Contractor's Staffing and Services Plan submitted in its proposal per the RFP, Section 3.4.2.3.10.

2.2.4.5.1.1 In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the programs and services required by the RFP in the Service Delivery Areas at the various facilities and locations in the facilities.

2.2.4.5.1.2 If requirements or conditions change, the Agency may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement.

2.2.4.5.2 The Contractor's administrative staff must spend at least 80% of their time in the Service Delivery Area unless otherwise approved by the Agency Contract Operations Manager (ACOM).

2.2.4.5.3 The Contractor must provide management and supervisory personnel with cell phones to assure that such persons are immediately reachable when needed.

2.2.4.5.4 The Contractor shall be responsible for delivering medications to infirmaries in the various Services Delivery Areas that serve the facilities where the inmates receiving the delivered prescriptions are housed, in compliance with the specific facility and Service Delivery Area Security requirements.

2.2.4.5.5 The Contractor shall provide prescription pharmacy services to the Service Delivery Areas in Maryland.

2.2.4.5.6 The Contractor shall operate an in-state centralized pharmacy located at an Agency approved location in the central Maryland area.

- 2.2.4.5.7 The Contractor shall employ a Clinical Pharmacist (Clinical PharmD) responsible for managing and monitoring the pharmacy operations in the State.
- 2.2.4.5.8 The Contractor shall provide electronic Medical Administration Records to all Service Delivery Areas until such time as the EPHR is functional or if the EPHR does not have this capacity.
- 2.2.4.5.9 The MFSS shall comply with the following requirements:
  - 2.2.4.5.9.1 Provide the full name and credential (e.g. PharmD, etc) of every individual assigned to a position on the schedule for that month;
    - 2.2.4.5.9.1.1 The Contractor may not place individuals in positions for which they are not qualified or for which they are not properly credentialed. The Contractor shall assure that personnel are qualified and licensed to perform assigned duties.
    - 2.2.4.5.9.1.2 The Agency shall consider for approval qualified healthcare personnel to be employed on a PRN or temporary basis. The Contractor shall use only those pre-approved employees to staff vacant positions within the Service Delivery Area.
      - 2.2.4.5.9.1.2.1 These personnel shall fill a specific position that has a defined position description approved by the Agency as described in the Contractor's Personnel Manual.
  - 2.2.4.5.9.2 In collaboration with the facility, provides the times and locations of all pharmacy services to be provided;
  - 2.2.4.5.9.3 Provides the time and locations of all training activities, administrative, clinical and management meetings;
  - 2.2.4.5.9.4 Be delivered to the ACOM not later than 10 days prior to the first day of the beginning of the service month addressed by the MFSS.
  - 2.2.4.5.9.5 MFSS Adjustments
    - 2.2.4.5.9.5.1 The Contractor may adjust the MFSS for any Provider upon verbal approval of the Agency Contract Operations Manager.
      - 2.2.4.5.9.5.1.1 If the Agency Contract Operations Manager cannot be reached, the Agency Health Care Administrator; the Agency Medical Director or designee, or the Director of the Office of Inmate Health Care may act in the Agency Contract Operations Manager's place.

2.2.4.5.9.5.2 The verbal approval is not effective until confirmed by the Contractor in writing to the Agency within 10 workdays of the Agency's verbal approval, and the Agency approves the Contractor's written confirmation.

2.2.4.5.9.5.3 The Contractor shall provide a staffing report by position, indicating position hours not properly filled, on the 10<sup>th</sup> day of the month following the month being reported.

#### 2.2.4.5.10 Time and Attendance System

2.2.4.5.10.1 Unless otherwise permitted by the Agency, within 30 days after the beginning of this contract, the Contractor shall install and use an automated time and attendance system of any type at each facility listed in ATTACHMENT J.

#### 2.2.4.5.10.2 Time Reporting

2.2.4.5.10.2.1 The Agency may, at any time, require that each employee of the Contractor or of a subcontractor use any automated timekeeping system owned by the State in order to verify the hours worked by the employee.

2.2.4.5.10.2.2 Notwithstanding the use of any State owned or operated automated timekeeping system, each person employed by the Contractor or a subcontractor shall sign-in and sign-out on forms provided by the Agency whenever such person enters or leaves a work site.

2.2.4.5.10.2.3 Each person signing in or signing out shall legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.

2.2.4.5.10.2.4 No person shall sign-in, sign-out, clock-in or clock-out for any other person.

2.2.4.5.10.2.5 In addition to the manual sign-in-sign-out system, each employee of the Contractor or subcontractor shall also clock in and clock out when entering or leaving the institution at all institutions where time clocks are used.

#### 2.2.4.6 PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT

2.2.4.6.1 The Contractor shall provide professional management services to support the Pharmacy Services program.

2.2.4.6.2 The Contractor shall provide, as necessary to assure the effective functioning of programs and services:

- 2.2.4.6.2.1 Periodic administrative and clinical management meetings;
- 2.2.4.6.2.2 Periodic in-service training for pharmacists and pharmacy technicians and the staff of other clinical service providers;
- 2.2.4.6.2.3 A comprehensive orientation program for new staff;
  - 2.2.4.6.2.3.1 The Contractor's staff must participate in the Department's security orientation and training for up to 40 hours each year.
- 2.2.4.6.2.4 Periodic quality improvement, audits, inspections and reporting programs; and
- 2.2.4.6.2.5 A continuous recruitment program.
- 2.2.4.6.3 The Contractor shall provide to its staff and its staff shall abide by an Agency approved, comprehensive Pharmacy Protocol and Procedure Manual, to include, but not be limited to, these chapters:
  - 2.2.4.6.3.1 Continuous Quality Improvement
  - 2.2.4.6.3.2 Emergency Management Plan
  - 2.2.4.6.3.3 Equipment and Supply Inventory Control
  - 2.2.4.6.3.4 Medical Records
  - 2.2.4.6.3.5 Medication Dispensing and Administration
  - 2.2.4.6.3.6 Medication Education Program.
  - 2.2.4.6.3.7 Pharmaceuticals
  - 2.2.4.6.3.8 Pharmacists
  - 2.2.4.6.3.9 Pharmacy Technicians
  - 2.2.4.6.3.10 Pharmacy and Therapeutics Processes
  - 2.2.4.6.3.11 Risk Management and Mortality Review
  - 2.2.4.6.3.12 Utilization Management
    - 2.2.4.6.3.12.1 Peer Review Component
- 2.2.4.6.4 The Contractor shall maintain a comprehensive Personnel Policies and Procedures Manual.

#### 2.2.4.6.5 The DPSCS Formulary

- 2.2.4.6.5.1 The Contractor shall publish, print and distribute 1000 copies of the DPSCS Formulary and bind them into three-ring binders of the appropriate size.
- 2.2.4.6.5.2 The formulary pages shall be formatted and organized in such a way to allow the removal and insertion of pages and sections as necessary.
- 2.2.4.6.5.3 The Contractor shall maintain a subscriber list of individuals issued formularies.
- 2.2.4.6.5.4 Whenever changes are made to the Formulary by the Pharmacy and Therapeutics Committee, the Contractor shall send a notice to all subscribers instructing them to remove and replace, as necessary, pages or sections.
  - 2.2.4.6.5.4.1 Pages and sections will be so marked as to indicate their version.
  - 2.2.4.6.5.4.2 The Contractor shall maintain an index of versions and shall provide the updated index with any changes to the formulary.
  - 2.2.4.6.5.4.3 The Contractor shall send such notices whenever changes are made.
- 2.2.4.6.6 The Contractor shall manage a program for continuous quality improvement and professional peer review as outlined in its manual.
  - 2.2.4.6.6.1 The Contractor shall include monthly CQI meetings on its Monthly Facility Service Schedule to review measures of performance and to develop and monitor and measure quality improvement outcomes.
- 2.2.4.6.7 The Contractor shall participate in quarterly Multidisciplinary Continuous Quality Improvement Committee meetings and reviews in each Service Delivery Area to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.
  - 2.2.4.6.7.1 The Service Delivery Area's Medical Director shall chair the Area Quality Improvement Committee. Membership shall include but not be limited to:
    - 2.2.4.6.7.1.1 The Warden/Designee, (State Position)
    - 2.2.4.6.7.1.2 The Area's Medical Care Services Manager
    - 2.2.4.6.7.1.3 The Area Director of Nursing,
    - 2.2.4.6.7.1.4 The Area Dentist

- 2.2.4.6.7.1.5 The Area Pharmacist
- 2.2.4.6.7.1.6 The Area Psychiatrist
- 2.2.4.6.7.1.7 The Area Psychologist (State Position) and
- 2.2.4.6.7.1.8 The Area EPHR/HMIS Manager
- 2.2.4.6.7.1.9 The Area Utilization Management Manager
- 2.2.4.6.7.1.10 The Agency Quality Improvement Manager, (State Position)
- 2.2.4.6.7.1.11 The Agency Contract Operations Manager, (State Position)
- 2.2.4.6.7.1.12 Representatives from other departments as appropriate for the facility.
- 2.2.4.6.7.2 The committee shall perform the following functions:
  - 2.2.4.6.7.2.1 Review the total health care operation
  - 2.2.4.6.7.2.2 Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's Quality Improvement Manager
  - 2.2.4.6.7.2.3 Analyze issues referred to it or identified throughout the quality improvement process
  - 2.2.4.6.7.2.4 Take corrective actions and evaluate their effectiveness
  - 2.2.4.6.7.2.5 Document and report all activities in committee minutes
- 2.2.4.6.7.3 The Contractor shall participate, as required by the Agency, in all quality improvement programs, peer review, utilization review, risk management and any accreditation activities.
  - 2.2.4.6.7.3.1 Adherence to ACA standards. (**Task 2**).
- 2.2.4.6.7.4 The Contractors shall provide the Department's Quality Improvement Manager documentation of appropriate quality improvement program for subcontractors, which shall include but not be limited to off site hospitals, specialty physicians, laboratory, et. al.
- 2.2.4.6.7.5 The Contractor shall attend monthly Agency Contract Operations Manager meetings to review significant issues and new developments, and provide feedback relative to the Quality Improvement Program so that any deficiencies or recommendations may be addressed.

- 2.2.4.6.7.6 The Contractor shall submit a monthly incident review report (by the fifth day of the following month) to the Director of the Office of Inmate Health Services detailing (i.e. inmate names and numbers, names of staff involved, dates, times, etc.) all adverse incidents, including, but not limited to:
  - 2.2.4.6.7.6.1 Assaults on contractor staff,
  - 2.2.4.6.7.6.2 Complaints about service,
  - 2.2.4.6.7.6.3 Lapses in protocol and procedure,
  - 2.2.4.6.7.6.4 Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).
- 2.2.4.6.8 Peer Review
  - 2.2.4.6.8.1 A pharmacist, designated by the Utilization Management Contractor, shall review the work of all practicing pharmacists on an annual basis.
  - 2.2.4.6.8.2 The results shall be communicated to the Contractor, to the providers and to the Agency within 15 days of the anniversary of the provider's entrance on duty date.
- 2.2.4.6.9 Grievances/Complaints
 

The Contractor shall investigate complaints made by inmates and other persons in interest, regarding any aspect of the Pharmacy Services Program upon the Agency's request and respond within ten days of receipt. The Agency may review any inmate complaint and review the Contractor's actions. The Contractor must implement the Agency's recommendations in disputed cases.
- 2.2.4.6.10 Policy and Procedures Review
  - 2.2.4.6.10.1 The Contractors shall review all Manuals and administrative and operational policies and procedures on a continuing basis according to its review schedule.
    - 2.2.4.6.10.1.1 Reviews shall occur at intervals of no less than every 12 months.
    - 2.2.4.6.10.1.2 Statements signed by the Contractor's PharmD and the Contractor's Senior Administrator in Maryland indicating that such a review has been conducted, along with the revised documents, shall be submitted to the Agency by the scheduled review date.

2.2.4.6.10.1.2.1 The statement shall specifically note what changes have been made and where they reside in the document.

2.2.4.6.10.2 The policies and procedures shall be designed to meet ACA (**Task 2**) and Maryland State statutes, regulations, policies and guidelines.

2.2.4.6.10.3 The Agency reserves the right to approve policies and procedures of the Contractor.

#### 2.2.4.6.11 Strategic Planning and Consultation

2.2.4.6.11.1 The Contractor shall provide strategic operational planning and clinical and administrative consultation at the Agency's request.

2.2.4.6.11.2 The Contractor shall, at the Agency's request, participate in the development and transition plan for any new facility and shall send a representative to related meetings.

#### 2.2.4.6.12 Risk Management and Mortality Review

The Contractor shall participate in a formal mortality review processes upon request.

#### 2.2.4.6.13 Pharmacy and Therapeutics

2.2.4.6.13.1 The Contractor shall chair a Pharmacy and Therapeutics Committee, which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.

2.2.4.6.13.2 The Committee shall meet quarterly.

#### 2.2.4.7 PHARMACEUTICALS

2.2.4.7.1 The Contractor shall supply prescribed medications and related supplies for all physician orders and reorders and other facility requested pharmacy supplies.

2.2.4.7.2 The Contractor shall use the DPSCS Formulary as regards the supply and dispensing of medication.

2.2.4.7.3 Included are over-the-counter medications, prescription medications, controlled drugs, Mantoux serum, influenza, hepatitis vaccine, and other related items.

2.2.4.7.4 Generic equivalents are to be supplied whenever possible, when ordered and approved by the physician.

- 2.2.4.7.5 Only approved drugs, biologicals, and other related items will be sent to the Service Delivery Area. All prescriptions shall be dispensed in complete compliance with local, state, and federal laws for the inmates and the facility.
- 2.2.4.7.6 The pharmacy shall comply with all procedures for the control, accountability, and dispensing of drugs and biologicals through the Service Delivery Area as determined by the Department, State of Maryland and federal laws.
- 2.2.4.7.7 The pharmacy shall label all drugs and biologicals in accordance with federal, state, and local laws and regulations. Cautionary instructions and expiration date (if applicable) also to be listed on labels. Only the amount prescribed will be sent.
- 2.2.4.7.8 The Contractor must issue maximum credit wherever possible.
- 2.2.4.7.9 The Contractor will invoice the Department at the Maryland Medicaid MAC (See <http://www.dhmf.state.md.us/mma/docs/MAC-IDC%20List10-13-04.xls>) or the AWP minus 12% whichever is less.
- 2.2.4.7.10 Invoices for pharmaceuticals must be submitted on an Excel spreadsheet.
  - 2.2.4.7.10.1 The pharmaceutical invoice must show at a minimum for each prescription:
    - 2.2.4.7.10.1.1 The Inmate's Name
    - 2.2.4.7.10.1.2 The Inmates ID Number
    - 2.2.4.7.10.1.3 The Prescriber
    - 2.2.4.7.10.1.4 The Generic Code
    - 2.2.4.7.10.1.5 Other code if non-formulary
    - 2.2.4.7.10.1.6 Dosage Form
    - 2.2.4.7.10.1.7 Package Size
    - 2.2.4.7.10.1.8 IDC Price

#### 2.2.4.8 SERVICES

- 2.2.4.8.1 All medications ordered and communicated to the Pharmacy Services Contractor shall be dispensed and delivered the SAME DAY if ordered before 4:00 P.M local time, or NEXT DAY if ordered after 4:00 P.M. local time to the Pharmacy where the inmate is located.
- 2.2.4.8.2 The Contractor must provide emergency toll free telephone numbers for consultation and inquiries and a toll-free telephone number for faxing, electronic communication.
- 2.2.4.8.3 The Contractor must provide peel-off reorder labels for easy reordering.

- 2.2.4.8.4 The Pharmacy Services Contractor shall supply prescription and nonprescription medications to the Service Delivery Area, using contractor supplied transportation, in unit dose blister and/or cellophane pack or any other forms to be dispensed in the most effective size and package.
- 2.2.4.8.5 Each prescription shall be labeled individually, with the inmate's name, inmate number, drug name and strength, directions for use, prescriber name, facility name and prescription number, and refills, if any.
- 2.2.4.8.6 Peel-off reorder labels to be supplied for transmitting reorders to the pharmacy.
- 2.2.4.8.7 Auxiliary labels shall be used as required, describing drug reactions, interactions, cautions, etc.
- 2.2.4.8.8 The Contractor shall provide an electronic tracking system that:
  - 2.2.4.8.8.1 Assists in preventing a patient from receiving medication which may, for any reason, be contraindicated;
  - 2.2.4.8.8.2 Provides data on physician prescribing practices;
  - 2.2.4.8.8.3 Provides information on drugs prescribed and costs; and
  - 2.2.4.8.8.4 Provides patient specific information.

#### 2.2.4.9 EMERGENCY MEDICATIONS

- 2.2.4.9.1 Emergency or "stat" medications not found in either the emergency medication kit or starter dose packs, shall be delivered to the Service Delivery Area within four (4) hours of receipt of the order, using contractor supplied transportation.
- 2.2.4.9.2 Emergency medication services shall be provided on a seven (7) day a week, twenty-four (24) hour per day basis.
- 2.2.4.9.3 The Contractor shall supply an emergency medication kit to each pharmacy location.
- 2.2.4.9.4 The emergency kit shall contain only those medications for which immediate administration is required in order to alleviate pain, infection, modify dangerous behavior, or preserve life.
- 2.2.4.9.5 Drugs and stock quantities shall be determined in conjunction with the Medical Director of the Service Delivery Area and the Agency Director of Pharmacy Services for DPSCS.
  - 2.2.4.9.5.1 All contents shall be listed on the kit.

2.2.4.9.5.2 Pharmacy Services shall inventory the kit monthly, or as required by the facility.

#### 2.2.4.10 STARTER DOSE CAPABILITY

2.2.4.10.1 Drugs and stock quantities for starter doses shall be determined in conjunction with the Medical Director of the Facility.

2.2.4.10.2 Each 30-dose starter pack shall be accompanied by an accountability sheet for reconciliation of all 30 doses.

2.2.4.10.3 The completed accountability sheet shall be returned to the pharmacy (for reconciliation of doses) when stock is depleted. The drug, however, may be reordered when denoted on blister pak, by faxing the peel-off label to the pharmacy.

2.2.4.10.4 The Contractor shall provide count sheets for controlled drugs consistent with the Department's Policy and Procedure for scheduled drug administration. (See the Department's Formulary)

2.2.4.10.4.1 The Contractor must account for and dispose of all controlled substances within the guidelines of all Federal and State laws.

#### 2.2.4.11 RETURNED MEDICATIONS

2.2.4.11.1 100% credit shall be given to the Department for medications returned in original blister or cellophane packs, as long as it is not out-dated or deteriorated, or has been outside of the control of the institutional pharmacy.

2.2.4.11.2 No credit will be issued for controlled substances.

#### 2.2.4.12 EMERGENCY PREPAREDNESS (DPSCSD 130-100, §140)

2.2.4.12.1 The Contractor shall implement, as necessary, treatment and evacuation procedures to handle both individual and multiple casualties, consistent with the Agency's and the specific facility's Emergency Preparedness Plan.

2.2.4.12.2 The Contractor shall ensure that Pharmacy personnel are available to provide pharmacy services as required by this contract during severe weather, natural disasters and other emergencies.

2.2.4.12.3 The Contractor shall have available a portable Emergency Response Cart, managed according to Agency approved Contractor Protocols, for the quick transport and control of such medication and supplies as might be required in an emergency.

2.2.4.12.4 The Contractor shall participate in all regional and statewide institutional emergency services plan rehearsals.

#### 2.2.4.13 PATIENT HEALTH RECORDS

The Contractor shall forward a hard copy of any documentation related to pharmacy services to be included in the patient health record to the Medical Care Service Provider for inclusion in the Agency's Patient Health Record.

#### 2.2.4.14 HAZARDOUS WASTE

The Contractor shall dispose of all pharmaceuticals, bio-hazardous or toxic waste created by the operation of the Pharmacy Services program by the Contractor, and its subcontractors, in accordance with Federal and State laws. Removal of these wastes, but for pharmaceuticals, is the responsibility of the Medical Care Provider.

#### 2.2.4.15 EQUIPMENT AND SUPPLIES

2.2.4.15.1 The Contractor shall maintain a perpetual inventory of all equipment and shall place State Inventory numbers on all equipment as per the requirements of the DGS Inventory Control Manual, whenever it purchases such a piece of equipment. All equipment and supplies purchased under this contract become the property of the State.

2.2.4.15.1.1 The Contractor shall adhere to the requirements set forth in the DGS Inventory Control Manual ([http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003\\_InvControlManual.pdf](http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf)).

2.2.4.15.1.1.1 Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor will be responsible to the Agency instead.

2.2.4.15.2 The Contractor shall provide all the operating equipment, furniture, office supplies, patient supplies, durable medical equipment and any other supplies and equipment it needs to provide services as necessary.

2.2.4.15.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Contractor will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment.

2.2.4.15.4 The Contractor shall maintain and repair all equipment and shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary.

2.2.4.15.5 At the beginning of each month, the Contractor shall submit to the Agency's Medical Internal Audit Unit for its approval a monthly purchasing plan

detailing all equipment and supplies it intends to purchase or repair for that month.

- 2.2.4.15.5.1 The plan shall provide details on the item, the quantity, the cost and the rationale for the purchase.
  - 2.2.4.15.5.2 The Contractor shall show evidence of having obtained three bids for any item, or the aggregate of items, exceeding \$500 that are not available for purchase by the Agency through the State's Active Blanket Purchase Orders (URL: <http://dgsweb.dgs.state.md.us/activeBPO>) and shall select the lowest bidder for items of comparable quality.
    - 2.2.4.15.5.2.1 If an item is available through the State's Blanket Purchase Orders, the Contractor shall obtain two additional bids and shall select the lowest bidder for items of comparable quality.
    - 2.2.4.15.5.2.2 If the lowest cost item is available through the State's Active Blanket Purchase Orders, the contractor shall so advise the Agency, the Agency will make the purchase and have the item(s) delivered to the Contractor.
    - 2.2.4.15.5.2.3 The Contractor may enter into a subcontract with vendors to obtain materials and supplies (See DGS Inventory Control Manual) in accordance with the provisions of Section 2.2.1.15.5.2.
  - 2.2.4.15.5.3 The Contractor shall purchase only those items that the Agency has approved and shall submit invoices for purchases or repairs within 5 days of purchase to the Agency.
- 2.2.4.16 PROGRAM LICENSES AND STANDARDS
- 2.2.4.16.1 The Contractor shall obtain and retain all Federal and State licenses and certificates necessary to legally provide the pharmacy services program or any of its subcomponents and provide copies to the ACOM.
    - 2.2.4.16.1.1 The Contractor shall forward to the Agency any invoice for program licenses and/or certificates fees immediately upon receipt.
  - 2.2.4.16.2 The Contractor shall maintain a Quality Improvement Committee to assure compliance with licensing regulations and manuals of procedure and protocol and a defined reporting structure that assures that deficiencies are addressed appropriately.
- 2.2.4.17 REPORTS

- 2.2.4.17.1 The Contractor shall produce any reports addressing the work being performed under the contract in a form and format prescribed by the Agency, as required.
- 2.2.4.17.2 The Contractor shall maintain patient profiles to be provided to the Department or the Health Care Provider upon request.
- 2.2.4.17.3 Drug history or physician prescribing reports shall also be maintained and provided upon request.
- 2.2.4.17.4 Usage and disposal reports shall be provided to the Agency by the 5<sup>th</sup> day following the month being reported.
- 2.2.4.17.5 Until the EPHR/HMIS system is completely implemented or if the EPHR/HMIS cannot produce a specifically required report, the Contractor shall be required to keep statistical data related to the pharmacy services program which shall include utilization of service statistics and other information useful in the evaluation of the programs and services provided and that would assist in determining future needs.
- 2.2.4.17.6 The Contractor shall submit statistical reports for each month by the tenth day of the following month.
  - 2.2.4.17.6.1 In addition to information requested elsewhere, the reports shall contain information as provided in the Contractor's Monthly Stat Pack and as approved by the Agency.
- 2.2.4.17.7 The Contractor shall provide a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.
- 2.2.4.17.8 A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided by the 30th of June for each contract year.

#### 2.2.4.18 RESEARCH

The Contractor shall cooperate with Agency approved research studies and/or special clinical programs.

### **2.2.5 UTILIZATION MANAGEMENT SERVICES MODULE**

#### 2.2.5.1 GENERAL

- 2.2.5.1.1 The Utilization Management (UM) Contractor shall be responsible for utilization management for all clinical services (Medical, Dental, Mental Health).

- 2.2.5.1.2 The Contractor shall assure that inmates receive timely, appropriate, and coordinated health care services to maximize patient outcome.
- 2.2.5.1.3 The Contractor shall ensure that necessary care is provided in a cost effective manner consistent with community standards of care.
- 2.2.5.1.4 The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department.
- 2.2.5.1.5 The Contractor shall adhere to and maintain compliance with the following, as applicable:
  - 2.2.5.1.5.1 Current Consent Decrees
  - 2.2.5.1.5.2 State laws and regulations
  - 2.2.5.1.5.3 Maryland Commission on Correctional Standards
  - 2.2.5.1.5.4 Departmental protocols and directives, and
  - 2.2.5.1.5.5 National Commission on Correctional Health Care (NCCHC) Standards at BCDC and BCBIC.
- 2.2.5.1.6 At the request of the Agency, the Contractor shall provide in-services to Department Staff on subjects related to this Module and of importance to designated staff in the performance of their duties for up to eight hours quarterly in each Service Delivery Area.
  - 2.2.5.1.6.1 The Contractor shall permit Departmental staff to attend the Contractor's Pre-Service and In-Service training as space allows.
- 2.2.5.1.7 The Contractor shall ensure that qualified health care professionals shall provide those services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs.
- 2.2.5.1.8 The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 2.2.5.1.9 QUALIFICATIONS

The Agency may determine whether a person is properly qualified. Qualification decisions shall compare job qualifications to individual skills. A match between qualifications and skills shall determine whether or not the person is properly qualified and suitable. The Contractor shall provide any and all materials requested

by the Agency for review when making qualification decisions, including a signed application for employment.

#### 2.2.5.1.10 CREDENTIALS

2.2.5.1.10.1 The Contractor or a subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.

2.2.5.1.10.2 The Contractor shall:

2.2.5.1.10.2.1 Maintain current policies and procedures that define the credentialing process in detail;

2.2.5.1.10.2.2 Assemble, have accessible on site and available for review by the Agency, credentialing information that includes:

2.2.5.1.10.2.2.1 Signed application

2.2.5.1.10.2.2.2 Verification of education and training, work history

2.2.5.1.10.2.2.3 Professional references

2.2.5.1.10.2.2.4 Malpractice claims history

2.2.5.1.10.2.2.5 Results of a National Practitioner Data Bank Query

2.2.5.1.10.2.2.6 Current license to practice

2.2.5.1.10.2.2.7 Board or specialty certification

2.2.5.1.10.2.2.8 Evidence of review of health status

2.2.5.1.10.2.2.9 DEA and CDS certificate(s)

2.2.5.1.10.2.2.10 Lack of present illicit drug use

2.2.5.1.10.2.2.11 CPR certification.

2.2.5.1.10.2.2.12 Maintain credential folders for all health care providers employed by a subcontractor that contain the items required for the Contractor's employees.

#### 2.2.5.1.11 SCREENING

2.2.5.1.11.1 Documentation

2.2.5.1.11.1.1 The Contractor shall provide the Agency with all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:

2.2.5.1.11.1.1.1 Prior to the performance of any services under the contract and

2.2.5.1.11.1.1.2 Within one month of the renewal date of the credential

#### 2.2.5.1.11.2 Criminal History Check

Prior to employment or at any other time, the Contractor shall, upon the Agency's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.

#### 2.2.5.1.11.3 INSTITUTIONAL ACCESS/SECURITY

2.2.5.1.11.3.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right.

2.2.5.1.11.3.1.1 The Contractor shall be responsible for assuring that the services that that person so removed or denied access are delivered.

2.2.5.1.11.3.2 The Contractor, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region.

2.2.5.1.11.3.3 Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause to terminate the contract for default.

#### 2.2.5.1.11.4 IN-SERVICE

2.2.5.1.11.4.1 The Contractor shall provide its Staff pre-service and annual in-service training on subjects related to this Module, including, but not limited to, suicide prevention, prescribing practices, etc. Under this section, "Staff" means the Contractor's employees, the Contractor's sub-contractors, and the employees of a sub-contractor.

2.2.5.1.11.4.2 At the initiation of the Contract, and within 30 days of a new staff member's beginning to provide service, the Contractor shall provide to the Agency and to each Staff member to be trained a schedule and program for in-service training. Training shall include MCCS compliance, and the applicable practice requirements of any regulatory body.

2.2.5.1.11.4.3 Not later than 30 days after having been informed of any new directives, manuals, policy, protocol and procedure, the Contractor shall provide training on the issue to affected staff.

2.2.5.1.11.4.4 Annual refresher training on directives, manuals, policy, protocol and procedure shall be provided to affected staff.

#### 2.2.5.1.11.5 DOCUMENTATION

The Contractor is responsible for creating and maintaining on site for each of its employees and those of a subcontractor working on site documentation that those persons have received the pre-service and in-service training required by this contract.

#### 2.2.5.1.11.6 SPECIAL TRAINING AUTHORIZATION

2.2.5.1.11.6.1 At the written request of the Contractor, the Agency may authorize the Contractor to send providers for in-service training in place of their normal work hours and duties

2.2.5.1.11.6.2 The written request for the authorization must be approved, in writing, by the Agency Health Care Manager or designee.

2.2.5.1.11.6.3 The written request shall include the following information:

2.2.5.1.11.6.3.1 The title or subject, date and time of the training;

2.2.5.1.11.6.3.2 The position(s) covered by the authorization; and

2.2.5.1.11.6.3.3 The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.

2.2.5.1.11.6.4 When the training is for more than one day, the Contractor shall provide a plan for service delivery that addresses, to the Agency Contract Operations Manager's satisfaction, how services shall be provided during the absence of the personnel attending the training. The service delivery plan shall accompany the request for Special Training Authorization.

2.2.5.1.12 Unless the Agency otherwise permits, all requests for Special Training Authorization shall be made to the Agency at least one month prior to the training date.

2.2.5.1.13 The Contractor is responsible for the actions and/or inactions of all of its employees and subcontractors providing services under this contract.

2.2.5.1.13.1 The Contractor shall inform the Agency of all disciplinary actions, including counseling, and legal action(s) taken against the Contractor's health care providers and the health care providers of a subcontractor who provide any services required under this contract.

2.2.5.1.13.1.1 The Contractor shall provide any records related to these actions upon the Agency's request.

2.2.5.1.14 Telephone And Utilities

2.2.5.1.14.1 The Agency will provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Agency provides its employees.

2.2.5.1.14.2 The Contractor shall be responsible for the cost of any long distance telephone calls to its own offices.

2.2.5.1.14.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from phones for which the Agency pays the costs.

2.2.5.1.14.3.1 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

2.2.5.2 The Contractor shall not renovate any Agency structure without the written permission of the Agency.

2.2.5.3 INSTRUCTION

The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Health Care Administrator may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate.

2.2.5.4 TRANSITION PLAN

During the period of June 1, 2005 and June 30, 2005 the Contractor shall provide training to the health care providers on site and Agency Staff on the Contractor's Agency approved Utilization Management Protocols.

## 2.2.5.5 STAFFING AND SERVICES

2.2.5.5.1 The Contractor shall have an Agency approved Monthly Facility Services Schedule (“MFSS”). The MFSS shall comply with the Contractor’s Staffing and Services Plan submitted in its proposal per the RFP, Section 3.4.2.3.9.

2.2.5.5.1.1 In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the programs and services required by the RFP in the Service Delivery Areas at the various facilities and locations in the facilities.

2.2.5.5.1.2 If requirements or conditions change, the Agency may direct minor variations to the plan. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary without additional reimbursement.

2.2.5.5.2 The Contractor shall employ a Specialty Panel, including, but not limited to the following:

2.2.5.5.2.1 OBGYN,

2.2.5.5.2.2 Infectious Diseases,

2.2.5.5.2.3 Orthopedics,

2.2.5.5.2.4 Internal Medicine,

2.2.5.5.2.5 Mental Health,

2.2.5.5.2.6 Oral Surgery,

2.2.5.5.3 The Contractor must supply the names resumes and credentials (Board Certifications etc.) of those individuals providing services under this contract

## 2.2.5.6 PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT

2.2.5.6.1 The Contractor shall provide professional management services to support the inmate health care program.

2.2.5.6.2 The Contractor shall provide, as necessary to assure the effective functioning of programs and services:

2.2.5.6.2.1 Periodic administrative and clinical management meetings;

2.2.5.6.2.2 Periodic in-service training for other Contractor’s staff;

2.2.5.6.2.3 A comprehensive orientation program for new staff;

- 2.2.5.6.2.3.1 The Contractor's staff must participate in the Department's security orientation and training for up to 40 hours each year.
- 2.2.5.6.2.4 Periodic quality improvement, audits, inspections and reporting programs; and
- 2.2.5.6.2.5 A continuous recruitment program.
- 2.2.5.6.3 The Contractor shall provide to its staff and its staff shall abide by the Agency approved, comprehensive Utilization Management Protocol and Procedure Manual, to include chapters on, but not limited to:
  - 2.2.5.6.3.1 Inpatient Hospitalizations,
  - 2.2.5.6.3.2 Outpatient specialty Services,
  - 2.2.5.6.3.3 Home Health Services (e.g. TPN, chemo therapy, etc.),
  - 2.2.5.6.3.4 Continuous Quality Improvement,
  - 2.2.5.6.3.5 Pre-certification Process,
  - 2.2.5.6.3.6 Disease Management,
  - 2.2.5.6.3.7 Appeals,
  - 2.2.5.6.3.8 Medical Services,
  - 2.2.5.6.3.9 Dental Services,
  - 2.2.5.6.3.10 Mental Health Services,
  - 2.2.5.6.3.11 Radiology,
  - 2.2.5.6.3.12 Medical Records,
  - 2.2.5.6.3.13 Risk Management and Mortality Review,
  - 2.2.5.6.3.14 Infirmary Care, and
  - 2.2.5.6.3.15 Emergency Care.
- 2.2.5.6.4 The Contractor shall supply sufficient copies of the Utilization Management Manual to providers working for and with the Department who will need it to effectively do their jobs.
  - 2.2.5.6.4.1 In case of a dispute, the Agency shall have the final decision on who should be provided a Manual.

- 2.2.5.6.5 The Contractor shall manage a program for continuous quality improvement and professional peer review as outlined in its manual.
  - 2.2.5.6.5.1 The Contractor shall conduct monthly CQI meetings to review measures of performance and to develop and monitor and measure quality improvement outcomes.
  - 2.2.5.6.5.2 Reports on these meetings shall be submitted to the Agency.
- 2.2.5.6.6 The Contractor shall participate in quarterly Multidisciplinary Continuous Quality Improvement Committee meetings and reviews in each Service Delivery Area to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.
  - 2.2.5.6.6.1 The Contractor shall supply reports, for discussion at these meetings, to the Service Delivery Area Medical Director on utilization management data specific to the Services Delivery Area and its providers.
  - 2.2.5.6.6.2 The Service Delivery Area's Medical Director shall chair the Area Quality Improvement Committee. Membership shall include but not be limited to:
    - 2.2.5.6.6.2.1 The Warden/Designee, (State Position)
    - 2.2.5.6.6.2.2 The Area's Medical Care Services Manager
    - 2.2.5.6.6.2.3 The Area Director of Nursing,
    - 2.2.5.6.6.2.4 The Area Dentist
    - 2.2.5.6.6.2.5 The Area Pharmacist
    - 2.2.5.6.6.2.6 The Area Psychiatrist
    - 2.2.5.6.6.2.7 The Area Psychologist (State Position) and
    - 2.2.5.6.6.2.8 The Area EPHR/HMIS Manager
    - 2.2.5.6.6.2.9 The Area Utilization Management Manager
    - 2.2.5.6.6.2.10 The Agency Quality Improvement Manager, (State Position)
    - 2.2.5.6.6.2.11 The Agency Contract Operations Manager, (State Position)

2.2.5.6.6.2.12 Representatives from other departments as appropriate for the facility.

2.2.5.6.6.3 The committee shall perform the following functions:

2.2.5.6.6.3.1 Review the total health care operation;

2.2.5.6.6.3.2 Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's Quality Improvement Manager;

2.2.5.6.6.3.3 Analyze issues referred to it or identified throughout the quality improvement process;

2.2.5.6.6.3.4 Take corrective actions and evaluate their effectiveness;

2.2.5.6.6.3.5 Document and report all activities in committee minutes.

2.2.5.6.6.3.6 The Contractor shall participate, as required by the Agency, in all quality improvement programs, peer review, utilization review, risk management and any accreditation activities.

2.2.5.6.6.3.6.1 Adherence to ACA standards. (**Task 2**).

2.2.5.6.6.4 The Contractors shall provide the Department's Quality Improvement Manager documentation of appropriate quality improvement program for subcontractors.

2.2.5.6.6.5 The Contractor shall submit a monthly incident review report (by the fifth day of the following month) to the Director of the Office of Inmate Health Services detailing (i.e. inmate names and numbers, names of staff involved, dates, times, etc.) all adverse incidents, including, but not limited to:

2.2.5.6.6.5.1 Assaults on contractor staff,

2.2.5.6.6.5.2 Complaints about service,

2.2.5.6.6.5.3 Lapses in protocol and procedure,

2.2.5.6.6.5.4 Security Breaches (e.g. lost keys, contraband, etc.),

2.2.5.6.6.5.5 Patient Clinical Case Conferences.

2.2.5.6.7 Peer Review

- 2.2.5.6.7.1 An appropriate, clinically equivalent clinician, designated by the Contractor, shall review the work of all persons rendering utilization management decisions on an annual basis.
  - 2.2.5.6.7.1.1 The results shall be communicated to the providers and to the Agency within 15 days of the anniversary of the provider's entrance on duty date.
- 2.2.5.6.7.2 The Contractor shall also conduct an ongoing "peer review" monitoring of individual and institutional providers (i.e. hospitals, infirmaries, etc) to assure that quality services are being provided.
  - 2.2.5.6.7.2.1 The Contractor will provide a provider profile on the provider's delivery of services.
  - 2.2.5.6.7.2.2 The results of these reviews and the profiles will be forwarded to the Agency Quality Improvement Manager by the fifth day of every other month.
- 2.2.5.6.7.3 The Contractor shall conduct a review of the work of all practicing physicians, dentists, pharmacists and midlevel providers providing inmate health care services on an annual basis, using a clinically equivalent clinician, designated by the Utilization Management Contractor.
  - 2.2.5.6.7.3.1 The results shall be communicated to the Contractors, to the providers and to the Agency within 15 days of the anniversary of the provider's entrance on duty date.
- 2.2.5.6.8 Grievances/Complaints
 

The Contractor shall investigate complaints made by inmates and other persons in interest, regarding any aspect of the Utilization Management system upon the Agency's request and respond within ten days of receipt. The Agency may review any inmate complaint and review the Contractor's actions. The Contractor must implement the Agency's recommendations in disputed cases.
- 2.2.5.6.9 Policy and Procedures Review
  - 2.2.5.6.9.1 The Contractors shall review all Manuals and administrative and operational policies and procedures on a continuing basis according to its review schedule.
    - 2.2.5.6.9.1.1 Reviews shall occur at intervals of no less than every 12 months.
    - 2.2.5.6.9.1.2 Statements signed by the Contractor's Medical Director and the Contractor's Senior Administrator in Maryland indicating that such

a review has been conducted, along with the revised documents, shall be submitted to the Agency by the scheduled review date.

2.2.5.6.9.1.2.1 The statement shall specifically note what changes have been made and where they reside in the document.

2.2.5.6.9.1.3 The policies and procedures shall be designed to meet ACA (**Task 2**) and Maryland State statutes, regulations, policies and guidelines.

2.2.5.6.9.2 The Agency reserves the right to approve policies and procedures of the Contractor.

#### 2.2.5.6.10 Strategic Planning and Consultation

2.2.5.6.10.1 The Contractor shall provide strategic operational planning and clinical and administrative consultation at the Agency's request.

2.2.5.6.10.2 The Contractor shall, at the Agency's request, participate in the development and transition plan for any new facility and shall send a representative to related meetings.

#### 2.2.5.6.11 Risk Management and Mortality Review

The Contractor shall participate in formal mortality review processes, as requested.

#### 2.2.5.7 PRE-CERTIFICATION

2.2.5.7.1 The Contractor shall provide a pre-certification review program which shall include, but not be limited to:

2.2.5.7.1.1 All inpatient admissions (Hospital and Infirmary),

2.2.5.7.1.2 Outpatient procedures and consultations,

2.2.5.7.1.3 Specialty Diagnostic and imaging services,

2.2.5.7.1.4 Surgeries.

2.2.5.7.1.5 Twenty-three hour admissions

2.2.5.7.2 The Contractor shall have the responsibility and authority to approve, deny, or defer (for further clinical information by the referring provider) non-emergency health services that the Contractor has deemed not medically necessary.

2.2.5.7.3 The Contractor shall coordinate efforts with the Agency and its clinical services providers to ensure that only approved services are scheduled.

2.2.5.7.4 The Contractor shall review within 24 hours of admission all emergency room admissions and all infirmary admissions, which were not pre-certified, and make a determination if such admission was necessary.

2.2.5.7.4.1 As soon as the Department is made aware of a bedside commitment (when the court commits an individual to the Department who is hospitalized and has not been admitted to any DPSCS facility), the Utilization Management Services Contractor will determine when removal from the hospital and placement in the infirmary is appropriate and will so inform the Medical Care Services Contractor.

2.2.5.7.5 The Contractor shall provide a series of sequential approval numbers to verify that services have been approved.

#### 2.2.5.8 TWENTY-FOUR HOUR APPROVAL OF CLINICAL SERVICES

The Contractor shall provide qualified medical professionals on a twenty-four (24) hour, seven day per week basis, available by toll free telephone number, to provide pre-certification and pre-admission for services that cannot be managed within normal business hours.

#### 2.2.5.9 APPEALS

2.2.5.9.1 The Contractor shall manage an appeals process that immediately brings any appeal of a UM decision to the attention of the Agency for review by the Department's Medical Director or designee.

2.2.5.9.1.1 The decision of the Medical Director shall be final.

#### 2.2.5.10 CONCURRENT REVIEW

2.2.5.10.1 The Contractor shall establish a concurrent review program that includes a daily examination of inpatient admissions to monitor the length of stay and frequent communication with appropriate hospital and clinical contractor staff to facilitate discharge of patients to minimize the length of stay.

2.2.5.10.2 The Contractor shall maintain a system for discharge planning and shall provide a recommendation, in consultation with the appropriate clinical provider, to the Agency for the most appropriate DPSCS setting.

#### 2.2.5.11 NETWORK DEVELOPMENT

2.2.5.11.1 The Utilization Management Services Contractor, in collaboration with the clinical services providers and the Agency, shall obtain specialty on site and off site consultation providers.

- 2.2.5.11.2 The Utilization Management Services Contractor shall collaborate with the clinical services Contractors and the Agency in developing and maintaining a network of physician, hospital and other necessary secondary service providers.
- 2.2.5.11.3 The Contractor is to designate hospitals that have agreed with the Contractor and the Clinical Services Contractors to be the hospitals that the Clinical Services Contractors will use. At a minimum, the Contractors will designate the University of Maryland Hospital and may designate others.
  - 2.2.5.11.3.1 During the transition period (June 1, 2005 to July 1, 2005), the Contractor shall provide a “Letter of Commitment” from the CEO and each Department Chair of the University of Maryland Hospital and from any other hospital it proposes to use.
- 2.2.5.11.4 The Contractor shall be responsible for negotiating and obtaining discounts for services.

#### 2.2.5.12 THIRD PARTY ADMINISTRATION SERVICES

- 2.2.5.12.1 The Contractor shall receive all claims for payment from medical service providers.
- 2.2.5.12.2 The Contractor shall review and approve all claims submitted, ensure claims were pre-certified where appropriate, and determine if the fees charged were appropriate; and adjust fees accordingly if incorrect.
- 2.2.5.12.3 The Contractor shall then provide a “check register” to the Agency at least weekly for the Agency to make payment to the medical services providers.
- 2.2.5.12.4 The Contractor shall process all claims within ten (10) days of receipt.
- 2.2.5.12.5 The Contractor shall provide a monthly report of processed claims to the Agency in a form and format approved by the Agency that shall include at a minimum the following data elements:
  - 2.2.5.12.5.1 Dates of service “from and to,”
  - 2.2.5.12.5.2 Procedure (CPT) and diagnosis codes (ICD-CM9),
  - 2.2.5.12.5.3 Brief text description of diagnosis and service,
  - 2.2.5.12.5.4 Approval tracking number,
  - 2.2.5.12.5.5 Patient name, date of birth, and DPSCS Inmate Identification Number,
  - 2.2.5.12.5.6 Provider name and tax ID #,

- 2.2.5.12.5.7 Sending DPSCS institution,
  - 2.2.5.12.5.8 Amount charged,
  - 2.2.5.12.5.9 Payment amount,
  - 2.2.5.12.5.10 Service descriptors (surgery, routine inpatient, ICU, CCU, etc....),
  - 2.2.5.12.5.11 Disallowed billings, detailing the reason for the disallowance.
- 2.2.5.13 TRAINING – INITIAL AND ONGOING
- 2.2.5.13.1 The Contractor shall provide on site training for DPSCS for its clinical service providers and others upon award of the contract for these services on the Contractor’s procedures, forms, and points of contract.
    - 2.2.5.13.1.1 Refresher sessions shall be provided every six months thereafter
  - 2.2.5.13.2 The Contractor shall also provide at least quarterly, regional meetings with other DPSCS Health Care Contractors to identify trends and promote cost effective practices for the medical services providers.
- 2.2.5.14 UTILIZATION MANAGEMENT PROVIDER AUTHORITY
- The Contractor, with the approval of the Agency, shall designate an individual with overall administrative responsibility for the contract and a licensed physician as the Medical Director authority.
- 2.2.5.15 REPORTING REQUIREMENTS
- 2.2.5.15.1 The Contractor shall provide the Agency with a monthly report, in a form and format approved by the Agency of Utilization Management/Third Party Administration activity that shall assist the Agency in assessing cost effective performance. It shall include at least the following:
    - 2.2.5.15.1.1 Reports of all catastrophic claims incurred (cost >\$25K)
    - 2.2.5.15.1.2 Comparisons of claim trends from different DPSCS sites.
    - 2.2.5.15.1.3 Weekly claims status report indicating the number and dollar amount of claims that have been received by the Contractor that are not yet paid.
    - 2.2.5.15.1.4 Weekly reports on denials and appeals.
    - 2.2.5.15.1.5 Weekly reports on all emergency room admissions, an analysis of those admissions (necessity, diagnoses, preventability related to course in treatment, etc) and costs.

2.2.5.15.1.6 Weekly reports on all infirmary admissions, an analysis of those admissions (necessity, diagnoses, preventability related to course in treatment, etc) and costs.

#### 2.2.5.16 INCENTIVE PAYMENT.

2.2.5.16.1 DPSCS shall establish an “incentive reserve” of 10% of payments made to the Contractor.

2.2.5.16.2 The Department will release 5% of the “reserve” if the Contractor does not exceed the pre-established “Acuity Rating.”

2.2.5.16.3 , The remaining 5% will be released incrementally for every 2% reduction in the Acuity Rating up to the total amount held in reserve.

2.2.5.16.4 The benchmarks achievement calculations will be adjusted so as not to be influenced by any events related to major institutional disturbances or catastrophic events that may occur within the DPSCS system (eg. riot activity, tornado etc.).

2.2.5.16.4.1 Benchmarks are based on secondary care admissions as related to the average daily population for a year.

2.2.5.16.4.2 The rate of secondary care admissions for the base year (FY 04) is calculated as follows:

2.2.5.16.4.2.1 Number of Outpatient encounters (Approved Consults) per 1,000 inmates.

2.2.5.16.4.2.1.1 Rate of Outpatient encounters:  $2,980/27,721 \times 1000 = 108$

2.2.5.16.4.2.2 Number of infirmary admissions per 1,000 inmates.

2.2.5.16.4.2.2.1 Rate of infirmary admissions:  $3,014/27,721 \times 1000 = 109$

2.2.5.16.4.2.3 Number of Inpatient hospital days per 1,000 inmates.

2.2.5.16.4.2.3.1 Rate of Inpatient hospital days:  $1,426/27,721 \times 1000 = 51$

2.2.5.16.4.2.4 Number of Emergency room admissions (non trauma) per 1,000 inmates.

2.2.5.16.4.2.5 Rate of ER admissions:  $777/27,721 \times 1000 = 28$

2.2.5.16.4.3 Each secondary care benchmark is assigned a severity weight, as follows:

2.2.5.16.4.3.1 Outpatient encounters - 1

2.2.5.16.4.3.2 Infirmery admissions - 2

2.2.5.16.4.3.3 Inpatient hospital days - 3

2.2.5.16.4.3.4 Emergency room encounters - 4

2.2.5.16.4.4 DPSCS shall utilize the following formula to determine an average Acuity Score:

2.2.5.16.4.4.1 (Criteria) Rate Factor X Severity Weight = Acuity Score.

2.2.5.16.4.4.1.1 Outpatient admissions 108 X Severity Weight (1) = Acuity Score 108

2.2.5.16.4.4.1.2 Infirmery admissions 109 X Severity Weight (2) = Acuity Score 218

2.2.5.16.4.4.1.3 Hospital admissions 51 X Severity Weight (3) = Acuity Score 153

2.2.5.16.4.4.1.4 ER admissions 28 X Severity Weight (4) = Acuity Score 112

2.2.5.16.4.4.2 Total Acuity Score 591 divided by 4 = 148, the Acuity Rating

2.2.5.16.5 For a two percent decrease in Acuity Rating, DPSCS shall release to the Contractor 20% of the 5% reserve until the reserve is depleted.

## **2.2.6 ELECTRONIC PATIENT RECORD/HEALTH MANAGEMENT INFORMATION SYSTEM SERVICES MODULE**

### **2.2.6.1 GENERAL**

2.2.6.1.1 The Contractor shall provide an already constructed Commercial Off-The-Shelf (COTS) product, Health Management Information System that includes, at a minimum, an Electronic Patient Health Records (EPHR) and an automated Electronic Medication Administration Records (EMAR) system specifically designed for correctional health care systems that can be readily customized to accommodate the characteristics of the correctional healthcare delivery system in Maryland.

2.2.6.1.1.1 The system provided by the Contractor shall be that system described in the "Systems Features Chart for EPHR/HMIS" submitted with the Contractor's proposal.

- 2.2.6.1.1.2 Those items on the Chart described as “Can Be Enhanced to Full Capability,” will be a discreet “Task” under any contract awarded as discussed in Section 1.1.7.
- 2.2.6.1.2 For any customization of the product(s), the Contractor shall ensure that the State’s standards for System Development Life Cycle methodology shall be followed. (See Section 2.2.6.54.3)
- 2.2.6.1.3 The Contractor shall ensure that all software along with its supporting hardware meet documented specifications and standards and shall have to pass performance testing criteria and be approved by the State in order to be in compliance with the contract. Performance criteria and its testing criteria shall be documented to the State and have prior approval by the State with State approved work plans prior to any procurement or implementation. Any work or procurement that does not have prior State written approval shall not be accepted nor paid for by the State under the contract, nor be a basis for claim to the contract. The Contractor shall perform at risk if there is any work, or work product performed without prior written approval of the State Project Manager/Contract Manager.
  - 2.2.6.1.3.1 The Contractor shall provide a departmentally approved Project Management Plan (PMP) due at the beginning of the Contract.
  - 2.2.6.1.3.2 The Contractor shall provide the Project Management Plan in MS Project 2000.
  - 2.2.6.1.3.3 The Contractor shall update it as necessary to keep it current.
  - 2.2.6.1.3.4 All monthly status reports shall be based upon the information relayed in the PMP.
  - 2.2.6.1.3.5 The PMP shall include but not be limited to:
    - 2.2.6.1.3.5.1 The staffing and resources of the Contractor and any State resources agreed to by the State;
    - 2.2.6.1.3.5.2 Deliverables with their timelines and their inter-dependent relationships;
    - 2.2.6.1.3.5.3 A Work Breakdown structure that conforms to the project and its deliverables and which provides the detailed work plan, noting milestones and associated deliverables and the project work effort to accomplish each milestone;
    - 2.2.6.1.3.5.4 The Security Plan and its risk assessments;
    - 2.2.6.1.3.5.5 A Communication Plan;

- 2.2.6.1.3.5.6 A Contingency Communication Plan in case of an emergency event;
  - 2.2.6.1.3.5.7 Performance Testing Criteria;
  - 2.2.6.1.3.5.8 An Implementation Plan that describes the work flow and any documentation that the State requires to ensure their conceptual understanding and project oversight;
  - 2.2.6.1.3.5.9 The Contractor's Project Management oversight;
  - 2.2.6.1.3.5.10 The Contractor's security and quality assurance oversight;
  - 2.2.6.1.3.5.11 The Training Period and Plan;
  - 2.2.6.1.3.5.12 Any Interface work planning and work effort;
  - 2.2.6.1.3.5.13 Any telecommunications work planning and work effort;
  - 2.2.6.1.3.5.14 All documentation work efforts; and
  - 2.2.6.1.3.5.15 Any Go/No Go decisions after review of any documented Performance Testing.
- 2.2.6.1.3.6 The Contractor shall ensure that each deliverable is provided to, and approved by the State through the following **Deliverables Acceptance Criteria Process**:
- 2.2.6.1.3.6.1 The contractor shall deliver all deliverables upon completion, to the DPSCS Project Manager for review, testing, and acceptance.
  - 2.2.6.1.3.6.2 The contractor shall memorialize such delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverables, the medium of delivery, and the date of their delivery.
    - 2.2.6.1.3.6.2.1 The DPSCS Project Manager shall countersign such Delivery Confirmation to indicate receipt of the contents described therein.
  - 2.2.6.1.3.6.3 The DPSCS Project Manager shall commence acceptance testing or reviews following receipt of the deliverables.
  - 2.2.6.1.3.6.4 Upon completion of such testing, the DPSCS Project Manager shall issue to contractor notice of acceptance or rejection of the deliverables.
    - 2.2.6.1.3.6.4.1 In the event of rejection, the contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible.

- 2.2.6.1.3.6.4.2 If item not accepted within 10 business days by the DPSCS Project Manager, then contractor must notify the DPSCS of risk associated with the delay in writing.
  - 2.2.6.1.3.6.4.3 Follow-on project items may not continue until the deliverable is satisfied by the DPSCS acceptance or waiver for condition associated with the deliverable.
  - 2.2.6.1.3.6.4.4 The DPSCS's acceptance will not be unreasonably withheld.
- 2.2.6.1.4 The Contractor shall provide requirements validation/planning for the procurement, logistics, delivery, installation, setup, testing, warranty, maintenance, and supporting technical and business services for the Patient Record/Health Management Information System and its components. All work and any associated deliverables shall be coordinated with the Agency Contract Manager/Project Manager/Site coordinator and shall be documented in the Project Management Plan (PMP).
- 2.2.6.1.5 As the Department's IT staff supports some in-house functions, all Contractor support shall have prior approval as previously noted.
- 2.2.6.1.6 Telephone And Utilities
- 2.2.6.1.6.1 The Agency will provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Agency provides its employees.
  - 2.2.6.1.6.2 The Contractor shall be responsible for the cost of any long distance telephone calls to its own offices.
  - 2.2.6.1.6.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from phones for which the Agency pays the costs.
    - 2.2.6.1.6.3.1 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.
- 2.2.6.2 The Contractor shall not renovate any Agency structure without the written permission of the Agency.
- 2.2.6.3 INSTRUCTION
- The Department's Assistant Secretary for Treatment Services and the Agency Director of the Office of Inmate Health Services may order the Contractor to take specific actions that the Agency deems administratively appropriate.

2.2.6.4 The Contractor's technical and business support to the systems and any components shall include but not be limited to the following:

2.2.6.4.1 All equipment and supplies

2.2.6.4.1.1 All equipment provided by the Contractor for purchase by the Department must be new and unused. Used, refurbished or remanufactured equipment shall not be accepted. All equipment and supplies purchased under this contract become the property of the State.

2.2.6.4.2 Operating System software

2.2.6.4.3 Application software;

2.2.6.4.4 Hardware, components, and peripherals;

2.2.6.4.5 Network and telecommunications installation, setup and maintenance;

2.2.6.4.6 Any Interfaces;

2.2.6.4.7 Installation Services;

2.2.6.4.8 Equipment Maintenance;

2.2.6.4.9 Training;

2.2.6.4.10 Documentation and Reporting;

2.2.6.4.11 Warranty;

2.2.6.4.12 Post Warranty Maintenance/Support;

2.2.6.4.13 The program's source code;

2.2.6.4.14 All applicable procedures;

2.2.6.4.15 Applicable Manufacturer's certifications and approvals;

2.2.6.4.16 Security;

2.2.6.4.17 Inventory support;

2.2.6.4.18 Technical and business support;

2.2.6.4.19 Ethical procurement and reporting activities;

2.2.6.4.20 Project Support, Meeting, Invoicing, and Reporting activities.

- 2.2.6.5 The Contractor's personnel utilized in the performance of this contract shall maintain manufacturer's certification applicable to the type of equipment being handled, and have at a minimum two-years hands-on experience for installation, trouble-shooting, and repair. Security clearance requirements for the Contractor's staff are noted below.
- 2.2.6.5.1 The Contractor shall also provide a Project Manager that is familiar with the technical and business environments noted herein. The Project Manager will act as a single point of contact for any work requirements and staffing issues.
- 2.2.6.6 Security Requirements
- 2.2.6.6.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) (select the Information Technology link).
- 2.2.6.7 IT Security
- 2.2.6.7.1 The Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.
- 2.2.6.7.2 The Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.
- 2.2.6.8 Physical Security:
- 2.2.6.8.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- 2.2.6.9 Security Clearance:
- 2.2.6.9.1 The Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on site at any location covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within four (4) months of Contract award.

- 2.2.6.9.2 The Contractor shall provide certification to the Department that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employee assigned to this Contract has successfully passed this check. The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.
- 2.2.6.9.3 The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
- 2.2.6.9.3.1 §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - 2.2.6.9.3.2 Any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - 2.2.6.9.3.3 §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - 2.2.6.9.3.4 §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - 2.2.6.9.3.5 §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - 2.2.6.9.3.6 a crime of violence as defined in CL § 14-101(a).
- 2.2.6.9.4 An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- 2.2.6.9.5 Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.
- 2.2.6.9.6 On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- 2.2.6.9.6.1 The Contractor's staff who are permanently assigned to the contract who will be in and out of the facilities on a regular basis must participate in the Department's security orientation and training for up to 40 hours each year.
- 2.2.6.9.6.2 Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
- 2.2.6.9.6.3 Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- 2.2.6.9.6.4 Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- 2.2.6.9.6.5 At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.
- 2.2.6.10 The Contractor shall provide a list of authorized Contractor IT staff assigned to the Office of Inmate Health System (OIHS). The Department will provide a list of Department IT staff points-of-contact for OIHS.
- 2.2.6.11 Contractor IT staff assigned to OIHS will be required to go through background screening prior to system access. Contractor system and application staff duties must be separate from the Contractor security administrators. The Contractor security administrators will be responsible for

system staff access, application staff access, user access, log reviews, and audit trails, which will be provided to the Department upon request.

- 2.2.6.12 Contractor users (i.e., medical staff) assigned to OIHS will be required to go through background screening prior to system access. For users to access the DPSCS network, the Department site security coordinator will submit an Operator Certification and Logon ID Application Form to the Department account administrator located at the Department's Data Center, who upon receipt and verification of the user, will process the access request into a user-tracking database to generate a user ID and password.
- 2.2.6.13 The Contractor shall be responsible for implementing a process for authorized users to access the EPHR/HMIS application, which must be approved by the Department. In the event authorized Contractor IT staff or users no longer need access to EPHR/HMIS, the Contractor must submit a Logon ID Maintenance Form to the Department site security coordinators. The Contractor will be responsible for verifying the list of authorized users on a monthly basis.
- 2.2.6.14 Contractor IT staff and users assigned to OIHS will be required to go through the Department's Security Awareness Training program prior to network access. The Contractor will provide the users with application training.
- 2.2.6.15 To ensure compliance with the State of Maryland IT Security Policy and Standards and HIPAA Requirements, the Contractor will complete a Security Compliance Checklist with the Department's Chief Information Security Officer 30 days prior to any installation as requested by the State Project Manager. The Contractor will be responsible for fixing all non-complaint items discovered.
- 2.2.6.16 In the event of a security incident, or suspected security incident, the Contractor IT staff and users must notify Contractor's Help Desk. The Contractor's Help Desk will notify the Department's Help Desk who will then notify the Department's Chief Information Security Officer for investigation. The Contractor must fully cooperate in all security incident investigations.
- 2.2.6.17 Equipment and Supplies Requirements
  - 2.2.6.17.1 The Contractor will provide 250 computer workstations and the number of servers and peripherals necessary and detailed in the Contractor's price proposal (Attachment F) to support the EPHR/HMIS system and install them in locations identified by the Agency.
  - 2.2.6.17.2 All EPHR/HMIS hardware, software, and supplies provided by the Contractor for purchase by the Department shall be new and unused. Used, refurbished or remanufactured hardware shall not be accepted. For the application software, the Contractor must provide the name of each application, each application's function, and the information processed. All

hardware, software, and supplies purchased under this contract become the property of the State.

- 2.2.6.17.3 The Contractor shall maintain a perpetual inventory of all hardware and will place State inventory numbers on all hardware as per the requirements of the DGS Property Manual, whenever it purchases hardware. Hardware inventory must follow the Department naming conventions and include details such as location and serial number. Contractor will be responsible for updating this inventory-tracking database at least once quarterly in the format and medium of delivery requested by the State.
- 2.2.6.18 All EPHR/HMIS software (i.e., operating system and application related) used must be vendor-supported versions. Should a software version selected for EPHR/HMIS no longer be supported by a vendor, the Contractor is responsible for upgrading.
- 2.2.6.19 The Contractor shall communicate the delivery schedules of all EPHR/HMIS hardware, software, and supplies purchased to ensure the Department can track all deliveries and coordinate all arrivals.
  - 2.2.6.19.1 Contractor IT staff shall install and configure the EPHR/HMIS hardware and operating system, including all licensed third-party security software approved by the Department. To ensure compliance with the Department's networking protocols & security requirements, all hardware and software must pass a Security Compliance Checklist prior to being connected to the Department's network. The Contractor will be responsible for fixing all non-complaint items discovered.
  - 2.2.6.19.2 The Contractor shall provide the Department with all EPHR/HMIS related hardware and software documentation, including copies of all operating policies and procedures.
- 2.2.6.20 The Contractor IT staff will be responsible for installing and configuring the EPHR/HMIS application software in a controlled environment and must comply with the Department's Change and Configuration Management requirements, including any version updates throughout the duration of this contract. The Contractor will be responsible for notifying and coordinating approval of any updates with the Department prior to installation.
  - 2.2.6.20.1 The Contractor is responsible for identifying the proper/applicable Department's Change and Configuration Management software and tools prior to any installation.
- 2.2.6.21 IT staff on site visitations will need to be planned and coordinated with Department IT staff. Department supervision will be provided during the Contractor's on site visitations.

- 2.2.6.22 Authorized Contractor IT staff will be given secured remote access privileges into the EPHR/HMIS system. To ensure compliance with the State's access security policies, the configuration of remote access into EPHR/HMIS will be accomplished by Department IT staff, which includes an audit of the Contractor's site. The Department IT staff will monitor all remote access activities.
- 2.2.6.23 The Department will be responsible for EPHR/HMIS data backup activities such as tape rotation and off site storage. To ensure high availability, the Contractor must provide a backup solution with automatic failover, a UPS for each server and install a backup server for each primary server. The Contractor IT staff will be responsible for system, application, and data backup recovery in the event recovery is necessary with the Department/Agency's systems.
- 2.2.6.24 The Department will be responsible for network infrastructure recovery in the event of a disaster at the Department's Data Center. The Contractor and the Department will develop a Disaster Recovery Plan jointly. Should disaster recovery testing occur, Department IT staff will coordinate with Contractor IT staff to ensure proper planning, technical, and business support is conducted for preparation of disaster recovery and business continuity. The Contractor shall provide technical and business support as requested by the Department/Agency for all such planning, implementation, and testing support.
- 2.2.6.25 The Contractor shall remotely monitor all hardware and software for error/failure notifications, and the Department must give prior approval for the software used, and the method of the secured technical environment. Open modems for remote access is not allowed per the State of Maryland IT Security Policy and Standards. The Contractor will be responsible for all system and application related troubleshooting. The Department will be responsible for all network related troubleshooting; however, the Contractor shall assist the Department as necessary and as requested.
- 2.2.6.26 Help Desk and Problem Resolution
- 2.2.6.26.1 The Contractor shall provide technical and business support as requested for assistance and problem resolution. The Contractor shall provide to the Department, and keep current, a Communication Contact List and a Contingency Contact List in case of an emergency event. The Contingency Contact List shall provide for escalation to individuals in the Contractor's corporate management. The Contractor's technical and business support for Help Desk and Problem Resolution shall include but not be limited to the following:
- 2.2.6.26.1.1 Troubleshooting.
- 2.2.6.26.2 The Contractor's users will contact the Contractor Help Desk for problem resolution. Should the problem not be EPHR/HMIS system or application

related, and turn out to be a Department network problem, the Contractor Help Desk will contact the Department's Help Desk for problem resolution.

- 2.2.6.26.3 The Department Help Desk will be responsible for notifying the Contractor Help Desk of the status of any Department network related troubleshooting. The Contractor Help Desk will be responsible for notifying the users of all troubleshooting status.
- 2.2.6.26.4 The Contractor will provide 4-hour response time for on site maintenance support in cases where remote support services cannot resolve the problem. The Contractor will be responsible for contacting the Department IT staff point-of-contact with appropriate notice in the event an on site maintenance support visitation is necessary. Problems not resolved by the Contractor staff within 4-hours of on site arrival must be escalated to the Department's IT staff.
- 2.2.6.26.5 In the event of a planned Department maintenance, the Department will be responsible for communicating the planned outage to the Contractor Help Desk, who in turn will communicate the outage to the users. In the event of a planned EPHR/HMIS maintenance, the Contractor IT staff will be responsible for communicating the planned outage to the Contractor Help Desk, who in turn will contact the Department's Help Desk.
- 2.2.6.26.6 The Contractor will be responsible for all hardware costs and labor and for all hardware replacement in the event of hardware failure during this contract in accordance with terms of warranty and any post maintenance support agreement.
- 2.2.6.26.7 The Contractor will be responsible for all operating system patch updates and for all associated costs and labor. Prior to any updates being implemented, the Contractor IT staff must notify all patch maintenance's with the Department IT staff. The EPHR/HMIS can be subjected to an audit at any time and the Contractor will be responsible for fixing all non-compliant items discovered.
- 2.2.6.27 The Contractor shall provide to the State Project Manager all network requirements for EPHR/HMIS in a timely manner for successful implementation, such as bandwidth, size of files, frequency, etc. The Contractor will be responsible for additional bandwidth and networking hardware needed for EPHR/HMIS, should EPHR/HMIS impact existing bandwidth and Department infrastructure already in place.
- 2.2.6.28 Support for the EPHR/HMIS will be the sole responsibility of the Contractor. If the contract is not renewed, then the Contractor shall support all transition efforts to ensure a quality, smooth, efficient and timely transition to the State or State's agent(s).

- 2.2.6.29 The EPHR/HMIS is a standalone system with no interfaces to other Department applications. If this changes during the contract, the Contractor shall comply with the Department's Change and Configuration Management procedures. The Contractor shall assist the Department in providing support to any interface planning, setup, configuration, testing, implementation, and maintenance. If the Department believes that this affects the scope of the contract, the Contractor shall assist the Department in identifying and supporting approved contractual changes.
- 2.2.6.30 The EPHR system must facilitate ease of use for facilities, and provide real-time information access to help improve quality of care.
- 2.2.6.31 The Contractor shall use the Department's email gateway server and shall be responsible for purchasing and using a Department approved encryption software package for emails. The Department is responsible for the system administration of the email system, including the installation of the approved encryption package. The Contractor shall be responsible for training users on the use of the encryption software and the use of the email functionality. Users needing assistance with email or encryption software will need to contact the Contractors Help Desk.
- 2.2.6.32 All clinical information will be electronically stored and the system shall include but not be limited to:
  - 2.2.6.32.1 Progress notes;
  - 2.2.6.32.2 Clinical templates;
  - 2.2.6.32.3 Exam protocols, (e.g. history and physical, screenings, etc);
  - 2.2.6.32.4 Vital signs;
  - 2.2.6.32.5 Care plans;
  - 2.2.6.32.6 Demographic information;
  - 2.2.6.32.7 Allergies;
  - 2.2.6.32.8 Problem lists;
  - 2.2.6.32.9 Medications;
  - 2.2.6.32.10 Procedures;
  - 2.2.6.32.11 Hospitalizations, reports and discharge summaries;
  - 2.2.6.32.12 Infirmity stays;

- 2.2.6.32.13 Secondary care visits;
  - 2.2.6.32.14 Sick call and appointment schedules;
  - 2.2.6.32.15 Lab reports;
  - 2.2.6.32.16 Radiology reports;
  - 2.2.6.32.17 ER reports;
  - 2.2.6.32.18 Off-site specialty consults;
  - 2.2.6.32.19 Chronic care information;
  - 2.2.6.32.20 Infectious disease information; and
  - 2.2.6.32.21 Other critical healthcare data.
- 2.2.6.33 The Contractor shall ensure that the system assists in streamlining workflow, managing utilization, and enabling patient and health care utilization data analysis. All such support shall maintain compliance with all applicable Federal and State standards to include but not be limited to standards for: HIPAA, security, and privacy.
- 2.2.6.34 The Contractor shall ensure that the EMAR system works together with the EPHR system to provide for one seamless Inmate Health Information System.
- 2.2.6.35 Telemedicine Component of the EPHR/HMIS Module **(Task 2)**
- 2.2.6.35.1 General
- 2.2.6.35.1.1 The department currently operates telemedicine at five sites.
- 1) MHC
  - 2) MTC
  - 3) ECIE
  - 4) MCIH
  - 5) WCI
- 2.2.6.35.1.2 The equipment uses ISDN lines at 384 kbps to connect to clinical sites. HIV consultation is the only current use. The department is interested in proposals to expand the use of telemedicine.
- 2.2.6.35.1.3 The objectives of the expanded use are:
- 2.2.6.35.1.3.1 Decrease off site medical transportation for specialty care not otherwise available from local hospitals;

2.2.6.35.1.3.2 Decrease off site transportation for individuals with complicated transportation requirements such as those requiring wheelchair vehicles or ambulance;

2.2.6.35.1.3.3 Decrease off site transportation for high security individuals;

2.2.6.35.1.3.4 Improve consistency of care.

#### 2.2.6.35.2 Telemedical Services

2.2.6.35.2.1 The Contractor is to provide Telemedical equipment, maintenance and training as set forth in the Agency approved telemedical plan.

2.2.6.35.2.2 Telemedical Services shall meet all applicable medical care standards to include but not be limited to:

2.2.6.35.2.2.1 Equipment capable of displaying video images at an adequate resolution and framerate (generally specified as 30 fps) to evaluate a wide range of medical conditions;

2.2.6.35.2.2.2 Equipment capable of supporting a wide range of medical peripherals including electronic stethoscopes and dermatoscopes;

2.2.6.35.2.2.3 Equipment capable of working over the existing ISDN connections and also capable of being upgraded to support ITU H.323 and H.264 standards.

#### 2.2.6.35.3 Site specific issues

2.2.6.35.3.1 The Contractor shall locate equipment as follows:

2.2.6.35.3.1.1 One unit in each infirmary;

2.2.6.35.3.1.2 One at the Office of Inmate Health Services;

2.2.6.35.3.1.3 One at the University of Maryland Hospital;

2.2.6.35.3.1.4 One at the Office of Treatment Services; and

2.2.6.35.3.1.5 Two at other remote locations to be determined.

#### 2.2.6.35.4 Telemedical Training

2.2.6.35.4.1 The Contractor shall use an Agency approved training curriculum for the staff to be trained.

2.2.6.35.4.2 The Contractor shall provide 10 training sessions on the use of the equipment to about ten people in each session in the 30 days following installation.

2.2.6.35.4.2.1 The types of training and users to be trained shall be coordinated with prior approval with the DPSCS Project Manager.

#### 2.2.6.36 DELIVERY TERMS

2.2.6.36.1 The Contractor shall deliver all products within (60) calendar days of receipt of the purchase order unless otherwise agreed to by the State.

2.2.6.36.2 The Contractor shall provide inside delivery of each unit.

2.2.6.36.3 Arrangements for all deliveries shall be coordinated two weeks in advance through the cooperative efforts of each installation site and the Contractor.

2.2.6.36.3.1 The Contractor shall document to the State site coordinator all site work requirements in a work order for prior approval.

2.2.6.36.4 A packing slip including the identification of the items shipped, quantities, Agency Purchase order number and the contract number must accompany all shipments. Drop shipments must contain packing lists with the same information. All packages must have the purchase order number clearly marked on the outside. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused at the Contractor's expense.

2.2.6.36.5 All items are to be delivered F.O.B. destination. Contractor shall be responsible for any loss and/or damages to any equipment before receipt of shipment by the Department. All delivery instructions shall be designated on purchase orders, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the Contractor must contact the Department Point-of-Contact for delivery instructions.

2.2.6.36.6 Contractor shall also provide return authorization/asset recovery/exchange procedures in the event that a product has been damaged, deemed defective during shipment or incorrectly ordered.

#### 2.2.6.37 INSTALLATION TERMS

2.2.6.37.1 Contractor shall provide installation of each unit delivered.

2.2.6.37.2 Contractor shall deliver, install, test and make fully operational all products within ninety (90) calendar days of receipt of the purchase order unless a later date is otherwise approved by the Agency.

2.2.6.37.3 Contractor's installation shall not be complete until the services and equipment are accepted by the Agency. Acceptance may not occur until the Contractor has completed the following: (a) the equipment has been unpacked, assembled and had the most current version of necessary operating system/application software installed; (b) deployment of hardware to an operation location or the deployment of software onto a client or server platform, (c) configuration of the software application onto system platform, and configuration of those applications for optimal performance, (d) and all equipment passes testing successfully for the applicable manufacturer's specification standards. See the Section 2.2.6.38 below for Performance Period for Acceptance.

2.2.6.37.4 All shipments must be accompanied by a packing list including items, quantities, Purchase Order Number and the contract number. All packages must have the Purchase order number clearly marked on the outside. Shipments received without a packing slip and/or Purchase order number shown on the outside of the package may be refused and returned at the Contractor's expense.

2.2.6.37.5 Any hardware, software or service that is defective or that fails to meet the terms of the Contract, and the RFP and applicable manufacturer specifications, may be rejected. Rejected hardware, software shall be replaced by the Contractor within 7 calendar days (i.e. Hardware rejected on May 10<sup>th</sup> must be replaced by May 17<sup>th</sup>). Rejected services shall be promptly re-performed starting within 7 calendar days of the Contractor being notified by the Contract Manager that the services have been rejected. The State reserves the right to test any equipment or service to determine if the specifications have been met.

#### 2.2.6.38 PERFORMANCE PERIOD FOR ACCEPTANCE

2.2.6.38.1 The purpose of the Performance Period is to meet the following objectives:

2.2.6.38.1.1 Testing the existing system applications and services as appropriate.

2.2.6.38.1.2 Validate system set-up for transactions and user access.

2.2.6.38.1.3 Confirm use of system in performing business processes.

2.2.6.38.1.4 Verify performance of business critical functions.

2.2.6.38.1.5 Confirm integrity of applicable business process, data, services, security, and end products.

2.2.6.38.1.6 Verify all requirements of the Contract and the RFP have been met.

2.2.6.38.1.6.1 Speed of performance.

2.2.6.38.1.6.2 Rate of errors or failures

2.2.6.38.1.6.3 Subjective satisfaction of the Department/Agency.

2.2.6.38.2 The Performance Period of Acceptance shall be within sixty (60) days of the completion of installation as described in Section 2.2.6.37.3 and has been tested in accordance with Section 2.6.6.40.

2.2.6.38.3 Upon completion of such testing, the DPSCS Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables.

2.2.6.38.4 In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible.

2.2.6.38.5 If an item is not accepted within the 60 days by the DPSCS Project Manager, the Contractor must notify DPSCS of risk associated with the delay in writing.

2.2.6.38.6 Follow-on project items may not continue until deliverable is satisfied by DPSCS acceptance or waiver for condition association with the deliverable.

2.2.6.39 WARRANTY, FIELD SERVICE

2.2.6.39.1 The Contractor must include at a minimum a one (1) year manufacturer's warranty on all devices and/or parts and software provided.

2.2.6.39.2 Purchased software maintenance shall begin when the warranty expires in annual increments as part of the annual increments as part of the annual contract renewal options.

2.2.6.39.3 Any warranty period for equipment and services shall not commence until acceptance of the equipment or services by Department.

2.2.6.39.4 All defective items must be replaced at no additional cost to the State.

2.2.6.39.5 The warranty must include, at a minimum, 24 hours a day, 7 days a week, Monday through Sunday, local time phone support and 4 hour on site maintenance and repair services in cases where phone support cannot solve the problem.

2.2.6.39.6 If the products were provided under the Installation Terms, the Contractor is responsible for the installation of the replacement equipment as provided under Section 2.2.6.37. If the products were provided under the Delivery Terms as outlined under Section 2.2.6.1.3.6, the Contractor, at its option and at no additional cost to the State, may provide on site service or next-day drop ship replacements for the Department to install.

- 2.2.6.39.7 Contractor must provide warranty service and maintenance for each product line proposed.
- 2.2.6.39.8 Escalation procedures that include Contractor and manufacturer corporate contact information must be provided upon delivery of equipment.
- 2.2.6.39.9 The Contractor must make arrangements to have the equipment shipped and expedited and to have a technician on site when equipment arrives.

#### 2.2.6.40 ACCEPTANCE TESTING

- 2.2.6.40.1 Testing of the system shall demonstrate the correctness and integrity of the requirements and interfaces defined in this solicitation.
- 2.2.6.40.2 The Department's Quality Management unit shall receive test documentation and the Quality Management Director or her designee shall sign off on the test documentation.

#### 2.2.6.41 TRAINING

- 2.2.6.41.1 It is preferred that the Contractor provide an eLearning solution for Training and the administration of Training for all aspects of the system. The system must be reliable and scalable enough to support thousands of concurrent users 24-7. Content should be a blend of text and multimedia with an emphasis on system usage simulation. Assessment should be incorporate both into the program (to emphasize key points) and at the end to assure proficiency. The system should be compliant with industry standards IMS, SIF, NLN, AICC, SCORM, and 508 compliant.
- 2.2.6.41.2 The Department should be able to access the system to track usage and generate reports. Content creation is the responsibility of the vendor, but the Department retains the right to revise or modify content even after delivery. The Contractor must provide training for Departmental personnel on the administration of course content, reporting, and tracking.
- 2.2.6.41.3 Users should be able to access a secure website for content delivery and assessment. Demographic information should be captured for each user. Users should be given (or create) their own login to the course/s. Users should be able to bookmark their progress and return to specific content upon next login. Documentation in the form of Users Guides, Frequently Asked Questions, and Quick Tops should be available for download.
- 2.2.6.41.4 System Administrative training for designated persons to include user account creation, system maintenance and administration, and system configuration to include, but not be limited to, adding and changing mandatory/optional status of data elements and adding entries to code tables.

2.2.6.41.5 The Contractor shall provide the training documentation in plain English with hard copy and electronic CD-ROM copy in MS Word 2000 format unless otherwise directed by the State coordinator. Hard copies shall be provided in three (3) ring binders.

#### 2.2.6.42 POST WARRANTY MAINTENANCE

After the warranty period expires, the Department has the option of procuring maintenance for the equipment. Post Warranties are for a period of one year. The Contractor must provide at a minimum, one (1) year of software support/maintenance support.

#### 2.2.6.43 SOFTWARE MAINTENANCE/SUPPORT OPTION

2.2.6.43.1 The Contractor shall provide continuous software maintenance coverage that includes new version, updates, enhancements and modifications to the system.

2.2.6.43.2 Purchased software maintenance shall begin when the warranty expires in annual increments as part of the annual contract renewal options.

2.2.6.43.3 The resulting contract will incorporate, at minimum, the maintenance terms listed below which will constitute, or be treated as a service level agreement.

2.2.6.43.4 Maintenance Coverage. Maintenance coverage includes but shall not be limited to the services listed below.

2.2.6.43.4.1 The Contractor shall ensure the system remains compatible with the current and future DPSCS operating system software or any third party software used in sync with the system to perform DPSCS business functions.

2.2.6.43.4.2 The Contractor shall provide to DPSCS new versions, updates, enhancements, and modifications of the software products that compromise the system distributed by the Contractor.

2.2.6.43.4.2.1 As a result of ongoing maintenance;

2.2.6.43.4.2.2 To ensure DPSCS's systems will not become obsolete when new technology has been introduced in the information technology industry that offers greater operating efficiency;

2.2.6.43.4.2.3 As required to correct malfunctions, defects, or operational problems;

2.2.6.43.4.2.4 As required as a matter of federal law, regulation in connection with DPSCS's business, or policies and standards, and

- 2.2.6.43.4.2.5 As specified by DPSCS.
- 2.2.6.43.5 The Contractor shall provide technical and business support, including but not limited to, consulting, custom programming, hardware, network, and vendor provided third party software related services.
- 2.2.6.43.5.1 Small or moderate updates and emergency modifications may be provided to DPSCS that such updates or emergency modifications are to be applied with appropriate security and encryptions.
- 2.2.6.43.5.2 The Contractor shall update all documentation to incorporate any new versions of the software products that comprise the system (“Revisions”).
- 2.2.6.43.5.3 The Contractor shall provide DPSCS with two copies of any written (hardcopy) Revisions, or whenever available, computer based (on-line) Revisions as published by the Contractor for general distribution.
- 2.2.6.43.5.3.1 DPSCS has the right to reproduce the copies for DPSCS staff use or their agent’s use.
- 2.2.6.43.6 The Contractor shall be responsible for resolving problems, formally documented and reported by DPSCS, in performance, malfunction, or deviation from the approved technical specifications of the system, including any compatibility problems with third party software, or operating system software.
- 2.2.6.43.6.1 DPSCS shall notify the Contractor by telephone, e-mail, Internet connection, or in writing, and the Contractor shall respond within twenty-four hours with a corrective plan and resolve such problems within two business days of notification to proceed by DPSCS.
- 2.2.6.43.6.2 If after consultation with the Contractor, the DPSCS Project Manager determines that the magnitude of the problem cannot be completed within thirty days, the Contractor shall notify DPSCS in writing and the parties shall agree on a target date for completion of the corrections. This agreement shall be confirmed in writing by DPSCS.
- 2.2.6.43.6.3 The Contractor will facilitate problem determination and correction by communication methods as approved by DPSCS.
- 2.2.6.43.6.4 The Contractor shall assist in the analysis of compatibility problems with third party software, or operating system software to determine cause.
- 2.2.6.44 “Software Source Code and Documentation” means all design tools, documents and diagrams used in the development of the source code to

include, but not limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code. In general, the State expects to completely own all software and hardware bought as a result of, and pursuant to, the Contract; however, different scenarios are described below.

- 2.2.6.45 Upon the event of the contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, contractor dissolution, contractor merger with acquisition by another company or contractor discontinuance of support of any software or system, the contractor shall convey to the State all rights, title, and interests in all software that comprises any solutions proposed as a part of the Contract or licenses, software source codes, and all associated Software Source Code Documentation. These rights include but are not limited to the rights to use, and cause others to use on behalf of the State, said software, licenses, software source codes, and Software Source Code Documentation.
- 2.2.6.46 Upon acceptance by the State of each software product that is a **Commercial Off-The-Shelf** product, **or where previous Source Code exists for a solution and that is to be used in the contract**, the contractor shall deliver two copies of each software source code and Software Source Code Documentation to an escrow agent's vaulting location that is located in the Baltimore/ Washington area of Maryland that is acceptable to the State. Each software source code shall be stored on compact discs or other media designated by the State.
- 2.2.6.47 The State shall have the right to audit the software source code and corresponding Software Source Code Documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for all parties to be present, as required by the escrow agreement. The State shall be provided with software or other tools required to view all software source codes.
- 2.2.6.48 Unless requested by the State, or proposed differently by the Contractor due to previous ownership privileges, the Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the State of Maryland and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by the Contract.
- 2.2.6.49 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is

interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor shall state why they believe that they should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments. The State Project Manager will determine the viability of any such claim and will document in writing whether there is acceptance of such claim or the denial thereof. In the case of denial, the proposed solution must be changed to adhere better to the State requirements, or the Contractor must relinquish all rights, title, and interest (including all intellectual property rights) to all such products created or proposed under the Contract.

2.2.6.50 The Contractor shall report to the Contract Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

2.2.6.51 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

2.2.6.52 Software Escrow

2.2.6.52.1 As noted previously, if the Contractor supplies existing software for which the Contractor or others have copyright/ownership rights, the Contractor must either provide the source code directly to the State in a form acceptable to the State, or must place the source code in escrow with an escrow agent's vaulted location that is only in the State of Maryland. The source code must be in a format acceptable to the State. Two copies of the source code must be provided in a format approved by the State.

2.2.6.53 Patents, Copyrights, Intellectual Property

2.2.6.53.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

2.2.6.53.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.

2.2.6.53.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

#### 2.2.6.54 GENERAL INFORMATION TECHNOLOGY SUPPORT REQUIREMENTS

2.2.6.54.1 The Contractor shall deploy technologies and provide services that meet current State standards, as well as updated standards adopted during the course of the Contract.

2.2.6.54.2 Security. See Section 2.2.6.6.1.

2.2.6.54.3 Maryland State Systems Development Life Cycle (SDLC) policies and reporting requirements, including SDLC Milestones and Deliverables, should be referred to as a basis of best practice. They can be reviewed at: [http://www.dbm.maryland.gov/portal/server.pt?space=Dir&spaceID=14&parentname=CommunityPage&parentid=3&in\\_hi\\_userid=389&control=OpenSubFolder&subfolderID=3787&DirMode=1](http://www.dbm.maryland.gov/portal/server.pt?space=Dir&spaceID=14&parentname=CommunityPage&parentid=3&in_hi_userid=389&control=OpenSubFolder&subfolderID=3787&DirMode=1)

2.2.6.54.4 Compatibility – The Contractor shall ensure that any and all of their support including all the hardware and software components that make up the system, maintain full compatibility with all interfacing systems, security systems, and telecommunications. The Contractor shall ensure that any and all of their support does not compromise system (system level or component level) compatibility. The Contractor will be fully responsible for all compatibility at no additional cost to the State.

2.2.6.54.5 Documentation: The Contractor shall provide documentation as described below. The State of Maryland System Development Life Cycle describes the full-blown approach, but below is a short synopsis. Documentation shall be in a hard copy and electronic copy on CD in MSWord 2000 format unless otherwise directed by the State agency.

2.2.6.54.5.1 System Design Documentation (key minimal elements listed below):

2.2.6.54.5.1.1 Explanation of key functionality--What does it do and why?

2.2.6.54.5.1.2 Block Diagram--A Graphic representation of component parts and links (H/W and software, network architecture, security, etc.)

2.2.6.54.5.1.3 Detailed Specific Platform information--Hardware, software, communications architecture, user interfaces, administrative

interfaces, other interfaces (for instance DTS packages), backup and recovery components and methods, security, etc.

- 2.2.6.54.5.1.4 What security and how is security utilized for application, LAN, WAN, etc.
  - 2.2.6.54.5.1.5 All source code, object code, design and architecture documentation, and all data files are delivered to the State. (If source code is proprietary, then arrangements need to be made for software escrow with the vaulting arrangements within the State of Maryland. If there is customization of COTS, the Agency needs to determine if they want to own that customized part of the software that was created in making the COTS align to the agency's needs.)
  - 2.2.6.54.5.2 Version Description Document identifying 'historical versioning' and what tool is used for configuration management control.
  - 2.2.6.54.5.3 Change Management information to include configuration management control.
  - 2.2.6.54.5.4 Reasons and descriptors for the different environments and regions of development and test, user testing, and production. The information should also be able to answer: Where are the environments? Is development and test environment at the Contractor's? What does that look like and how does info get transferred to user testing and production? What tools are used?
  - 2.2.6.54.5.5 Maintenance and Operations Manual
  - 2.2.6.54.5.6 Users Manual
  - 2.2.6.54.5.7 System Administration Manual
  - 2.2.6.54.5.8 Source code with a data dictionary (preferably in versioning control (example: visual SourceSafe repository)
  - 2.2.6.54.5.9 Security: Backup, recovery (who, what format, how often, where, and off site storage)
  - 2.2.6.54.5.10 Roles and responsibilities for who does 'what' and 'when.'
  - 2.2.6.54.5.11 Training manuals that are current with current configurations of the system that provide for user training, system administration training, and if requested...Train-the-Trainer training.
- 2.2.6.54.6 For security and successful installations continuity of staff is of high importance to the State. Therefore, unless there is prior approval by the

State, the Contractor shall follow the ‘Substitution of Personnel’ guidelines noted below:

- 2.2.6.54.6.1 The Department’s Project Manager and/or the Department’s Contract Manager shall give written notice of performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance of the Department’s Project Manager. Should performance issues persist, the Department’s Project Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Contractor’s Project Manager, and determine whether a substitution is required.
- 2.2.6.54.6.2 The Contractor may not substitute personnel, other than by reason of an individual’s death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the Department’s Project Manager. The Department’s approval will not be unreasonably withheld.
- 2.2.6.54.6.3 To replace any personnel utilized in the Contract, the Contractor shall submit resumes of the proposed substituted personnel to the Department Project Manager/Contract Manager. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the DPSCS Project Manager upon recommendation by the DPSCS Contract Manager that the proposed substitutes meet the minimum qualifications specified for the Contract. The DPSCS Project Manager will arrange for the interview of the substitution personnel. After interviewing, the DPSCS Project Manager will notify the Contractor in writing of the acceptance or denial of the requested substitution.
- 2.2.6.54.7 The Contractor shall support any additional reporting or meeting requests of the State as required and requested by the State for legislative auditing, other special reporting purposes, or emergency events at no additional cost to the State or this contract. The Department runs and provides many of the day-to-day reports needed for their business environment; however, the Contractor shall assist with any reporting as requested by the State Contract Monitor. Special formats, medium of delivery, and report contents will be communicated by the State for those events.
- 2.2.6.54.8 The Contractor shall ensure that any Web-enabled support shall meet the following guidelines for NON-VISUAL WEB-ACCESSIBILITY and TELECOMMUNICATIONS standards:
  - 2.2.6.54.8.1 The State of Maryland through the DBM OIT is in the process of formalizing regulations and guidelines for accessibility standards that include guidelines for non-visual Web-accessibility and

telecommunications. The Contractor shall ensure that any Web based application, utilized in whole or in-part for the contract, will utilize the minimal Federal sixteen non-visual access guidelines for non-visual Web accessibility. The sixteen guidelines for non-visual Web-accessibility are noted in Attachment H. These guidelines and others such as for telecommunications will be communicated as necessary for compliance. As the State policies are updated, the Contractor shall comply with the guidelines in force at the time and noted in the applicable contract. (See Attachment A)

#### 2.2.6.55 END-OF-CONTRACT TRANSITION:

2.2.6.55.1 The Contractor shall provide all transition efforts to ensure a quality, smooth, efficient and timely transition to the State or State's agent(s). Near the end of the contract (either the base contract term without any renewal options being exercised, or for any renewal option period if exercised), at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, business, and project support to include but not be limited to:

2.2.6.55.1.1 Providing a draft and a final transition plan prior to completion of the contract outlining the steps necessary to transition activities to DPSCS. The plan shall include at a minimum and as applicable at the time:

- a) Current network diagrams and component configurations;
- b) Current performance, capacity, and bandwidth utilization measurements;
- c) Configuration control documents;
- d) Network engineering records;
- e) Open trouble tickets with status, chronological history, steps to close;
- f) An Error and Corrective Action Report detailing historical and open trouble tickets;
- g) Any Network, fiber, hardware, software, tool, etc. inventory report;
- h) Communication plan;
- i) Risks and vulnerabilities;
- j) Assumptions;
- k) A report of any outstanding deliverables, tasks, or open trouble tickets noted with appropriate status information;
- l) Certification that:
  - a) All services and/or deliverables are complete and approved;
  - b) All tests are completed successfully;
  - c) All documentation is updated to include any and all modifications to the system. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word format. All documentation is required as noted in Section 2.2.6.54.5—Documentation;
  - d) All required support, training, and transition information to State staff, or State agent is completed as requested; and
  - e) Any additional activity or reporting requirements the DPSCS Contract

Manager or Project Manager requires for contract closure.

## SECTION 3– PROPOSAL FORMAT

### 3.1 Two Part Submission

Offerors must submit a separate proposal, in a separate volume, for each Module for which they submit a proposal, as per the following example for the Medical Care Services Module:

- ➔ Volume I - TECHNICAL PROPOSAL FOR MEDICAL CARE SERVICES
- ➔ Volume II - FINANCIAL PROPOSAL FOR MEDICAL CARE SERVICES

The Offeror must state in the Executive Summary for each Module, the Module title for which services are proposed. Offerors must prepare separate financial proposals for each Module proposed, to include discrete pricing by major task as organized in the price sheets (Attachment F). Offerors may propose combinations of Modules as specified in Sec 1.1; submitting a proposal for more than one Module is not considered a multiple proposal. Offerors must propose all service levels within each Module proposed. Offerors who fail to provide a complete technical proposal within a Module or prices for all services within a Module shall be deemed as not reasonably susceptible for award. Proposals will be evaluated separately for each Module proposed.

Offerors prepared to offer more favorable pricing for multiple modules if awarded to the same Offeror may submit more than one financial proposal—one for each individual module, plus other financial proposals based upon the award to the Offeror of groups of Modules. The advantage of offering more favorable pricing is a higher overall rating based on lower pricing for multiple modules. An Offeror wishing to submit additional financial proposals shall submit them in a separate sealed envelope marked as described in the RFP Section 3.3.

### 3.2 Proposals

Each Module Proposal must be labeled as in the example provided in Section 3.1 and delivered as follows:

- 3.2.1 Volume I - Technical Proposal for each Module must be sealed separately from Volume II - Financial Proposal for each Module, but both shall be submitted simultaneously to the Procurement Officer (address listed in Section 1.6 of this RFP).
- 3.2.2 An unbound original, so identified, and ten copies of each volume shall be submitted.
- 3.2.3 An MS Word version of Volume I - Technical Proposal for each Module, and MS Excel version of Volume II - Financial Proposal for each Module must be submitted with the unbound originals of the proposals. Technical and financial proposals shall be placed on separate digital media, which 3-1/2” diskettes or

CDs. Each digital media shall be labeled with the RFP number, name of the Module, the name of the Offeror and the volume number and identifier.

### **3.3 Submission**

For each Module proposed, the Offeror is required to submit a separate sealed package for each "Volume". The packages are to be labeled "Volume I-Technical Proposal (Module title)"; and "Volume II-Financial Proposal (Module title)". Each sealed package must also be labeled with the RFP title and number, the Module name, the name and address of the Offeror, and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes for the Modules must be consecutively numbered from beginning (Page 1) to end (Page "x").

### **3.4 Volume I – Technical Proposal for Each Module**

3.4.1 Transmittal Letter: A transmittal letter, on the organization's letterhead, must accompany each technical proposal for each Module. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to bind the Offeror to the technical proposal. The letter must also include the name and address of the Offeror and the name, title and telephone number of the contact person for the Offeror. Only an original of the transmittal letter is needed and it may not be bound with the technical proposal.

3.4.2 Format of Technical Proposal: An unbound original, to be so labeled, ten paper copies and one copy of the electronic version shall be enclosed inside the sealed package for each Module described in Section 3.3, above. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

3.4.2.1 Title and Table of Contents: The technical proposal for each module must begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal must follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

3.4.2.2 Executive Summary: The Offeror shall summarize the salient features of the technical proposal in a separate section titled "Executive Summary." Any exceptions to this RFP, the Contract (Attachment A), or any other attachments, must be clearly identified and itemized in a subsection clearly marked

“Exceptions” in the Executive Summary of the technical proposal. Warning: Exceptions to terms and conditions may result in the proposal being deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

- 3.4.2.3 Offeror Technical Response to RFP Requirements: The Offeror must address each criterion as described in Section 2.2 of this RFP in the technical proposal and describe how the proposed services will meet the requirements described in the RFP and the sample Contract. If the State is seeking Offeror agreement to a requirement, specification or condition, the Offeror shall state agreement or disagreement. As stated above, any exception to a requirement, specification or condition may result in the proposal being deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.
- 3.4.2.3.1 Where the RFP, in Section 2, makes reference to Contractor manuals, policies and procedures, protocol curricula and other documentation required of the Contractor, the Offeror must submit clean draft proposed manuscripts with the Technical Proposal
- 3.4.2.3.2 The Offeror shall submit with its Technical Proposal a schedule that provides for the review, with revisions as necessary, of all manuals, policies, procedures, protocol, curricula, etc. per the requirements for periodic review of these documents set forth in Section 2 of this RFP.
- 3.4.2.3.2.1 The schedule shall be staggered, spreading review activities across the calendar year.
- 3.4.2.3.3 For the Medical, Mental Health, Dental, Pharmacy and Utilization Management Modules, the Offeror shall include in its Technical Proposal a Program Reporting Plan that:
- 3.4.2.3.3.1 Details what statistical information and reports that the Offeror will provide that will be useful in the evaluation of the programs and services provided and that would assist in determining future needs;
- 3.4.2.3.3.1.1 This report information must include at a minimum:
- 3.4.2.3.3.1.1.1 Utilization data and statistics that can be traced back to the raw patient data information and provide patient profile information. (Referred to in Section 2 as the “Stat Pack)
- 3.4.2.3.3.1.1.2 Other data and reports requested in Section 2.

- 3.4.2.3.4 The Pharmacy Services Offeror must provide examples of the peel-off reorder labels to be supplied for transmitting reorders to the pharmacy with its Technical Proposal.
- 3.4.2.3.5 The EPHR/HMIS Offeror shall provide a draft Project Management Plan with its Technical Proposal.
- 3.4.2.3.6 The EPHR/HMIS Offeror must describe their approach and methodology in training and provide a detailed sample of their training curriculum with its Technical Proposal. The plan must include sufficient detail to clearly identify who is responsible and what purchased and/or Offeror resources are used to conduct the training. The Offeror must indicate whether it intends to use subcontractors for training.
- 3.4.2.3.7 For the EPHR/HMIS Module, the Offeror will submit with its Technical Proposal the following system description, completing the chart as described.
  - 3.4.2.3.7.1 System Features
    - 3.4.2.3.7.1.1 The System Features chart (Attachment Q) describes those features desired by the Department as part of its EPHR/EMAR/HMIS system provided to meet the requirements of the RFP Section 2.2.6.
      - 3.4.2.3.7.1.1.1 The Chart is to be used the Offeror to describe the capabilities of the system that it is proposing, defined as follows:
        - 3.4.2.3.7.1.1.1.1 Full Capability - indicates that the feature described already exists in the system being presented.
        - 3.4.2.3.7.1.1.1.2 Partial Capability - indicates that the feature described exists in part.
        - 3.4.2.3.7.1.1.1.3 No Capability - indicates that the system, as currently designed, does not offer the feature being described
        - 3.4.2.3.7.1.1.1.4 Can be enhanced to full capability – when checked with either “Partial Capability” or “No Capability,” indicates that the Offeror is able to create the capability in the system to accommodate the feature described. The Offeror is to annotate each one of these items consecutively with a task designation, starting with “Task 3.”
    - 3.4.2.3.7.1.2 If the proposed system has existing capabilities not described in the Chart, the Offeror is to include them on the Chart, differentiating them in their proposal in a fashion that makes it clear that the feature was not included on the original Chart.

#### 3.4.2.3.8 Telemedicine Component of the EPHR/HMIS Module.

- 3.4.2.3.8.1 The Contractor shall evaluate Polycom, Tandberg and other brand units to ascertain which meets the Department's requirements at the best value.
- 3.4.2.3.8.2 The Offeror's Proposal shall state which brand and model is being proposed.

#### 3.4.2.3.9 Transition Plan

- 3.4.2.3.9.1 Offerors for Medical Care Services, Pharmacy Services, Mental Health Services and Dental Services shall describe, in detail for each Service Delivery Area, how the transition from the current Contractor for each Service Delivery Area will be managed.
- 3.4.2.3.9.2 The transition plan is to cover the period from June 1, 2005 through June 30, 2005.
- 3.4.2.3.9.3 In Gantt chart format, the plan must:
  - 3.4.2.3.9.3.1 Identify the tasks, including the formulation of the contract's required plans, procedures and protocols, and
    - 3.4.2.3.9.3.1.1 The personnel who will perform the tasks
    - 3.4.2.3.9.3.1.2 The dates during which the tasks will be performed.
  - 3.4.2.3.9.3.2 The plan must address continuity of care issues, especially as they involve the following:
    - 3.4.2.3.9.3.2.1 Specialty and Hospital Care Services (Medical Care Services Provider, Utilization Management Provider)
    - 3.4.2.3.9.3.2.2 Pharmacy Services (Pharmacy Services Provider)
    - 3.4.2.3.9.3.2.3 Infirmity Services (Medical Care Services Provider, Mental Health Services Provider)
    - 3.4.2.3.9.3.2.4 Mental Health Services (Mental Health Services Provider)
    - 3.4.2.3.9.3.2.5 Dental Services (Dental Services Provider)
    - 3.4.2.3.9.3.2.6 Chronic Care (Medical Care Services Provider, Mental Health Services Provider)
    - 3.4.2.3.9.3.2.7 Pending Surgical Care (Medical Care Services Provider, Utilization Management Provider)

- 3.4.2.3.9.3.2.8 Pending Consults (Medical Care Services Provider, Dental Services Provider, Utilization Management Provider)
- 3.4.2.3.9.3.2.9 Equipment Inventory (All providers except Utilization Management Services Provider and EPHR/HMIS Services Provider)
- 3.4.2.3.9.3.2.10 Starting Supplies and Equipment (Medical Care Services, Dental Services, Mental Health Services, and Pharmacy Services Providers)
- 3.4.2.3.9.3.2.11 Subcontracts (Medical Care Services, Dental Services, Mental Health Services, and Pharmacy Services Providers)
- 3.4.2.3.9.3.2.12 Training Schedules (ALL)
- 3.4.2.3.9.3.2.13 Personnel (ALL)
- 3.4.2.3.9.3.2.14 The management of medical/health and other records.

#### 3.4.2.3.10 Staffing and Services Plan

- 3.4.2.3.10.1 The Offeror must describe the number and kind of personnel necessary to effectively provide the programs and services required by this RFP in the Service Delivery Areas at the various facilities and locations in the facilities.
  - 3.4.2.3.10.1.1 The Offeror may designate certain staff positions as Holiday Eligible. These positions need not be filled on days designated as Holidays by the State. The State will pay the position rate agreed upon for individuals in those positions.
  - 3.4.2.3.10.1.2 The Offeror may also designate certain positions as on “Flexible Schedule.” These are positions that may not be bound to certain days or to certain shifts, but will be required to provide a certain number of hours during the week.
- 3.4.2.3.10.2 For each Module, the Offeror must provide schedules that specifically state the number of hours and types of staff being proposed for each Service Delivery Area, by Facility, location, and shift for any seven day period, in the form and format provided in Attachment R.
- 3.4.2.3.10.3 Staffing noted in Attachment R of this RFP does not necessarily represent sufficient staffing.
  - 3.4.2.3.10.3.1 The Offeror is expected to propose staffing that it deems sufficient.

3.4.2.3.10.3.2 The Offeror shall submit its staffing proposal, using the schema provided in Attachment R, in Excel. The Offeror shall specify which positions are Holiday Eligible or on Flexible schedule. The staffing submitted shall match the staffing listed in the Offeror's financial proposal on its price sheets.

3.4.2.3.10.3.2.1 The Offeror's Personnel Manual Position Specifications submitted with the Technical Proposal shall correspond with the positions in the staffing proposal.

3.4.2.3.10.3.2.1.1 The Skills Checklist for positions noted on the Checklist (Attachment S) must be submitted with the job specifications.

3.4.2.3.10.4 The Offeror's proposed Personnel Policies and Procedures Manual must to contain at a minimum:

3.4.2.3.10.4.1 An organizational chart of corporate, regional and on-site administrative and key clinical staff. Resumes must be provided upon request

3.4.2.3.10.4.2 Job specification descriptions for every position used in providing services under this contract, that set forth:

3.4.2.3.10.4.2.1 The experience and education requirements for a position;

3.4.2.3.10.4.2.2 The credentials required;

3.4.2.3.10.4.2.3 The duties and responsibilities of the position; and

3.4.2.3.10.4.2.4 The required skills.

3.4.2.3.10.4.3 Current policies and procedures that define:

3.4.2.3.10.4.3.1 The credentialing process and requirements in detail;

3.4.2.3.10.4.3.2 Employee training requirements and opportunities;

3.4.2.3.10.4.3.3 Employee Discipline;

3.4.2.3.10.4.3.4 Customer relations (with attention to issues of cultural diversity);

3.4.2.3.10.4.3.5 Leave;

3.4.2.3.10.4.3.6 Advancement;

3.4.2.3.10.4.3.7 Other Employee Benefits; and

- 3.4.2.3.10.4.3.8 Any other personnel policies and procedures.
- 3.4.2.3.11 All Offerors shall submit with their proposals a listing of performance measures, associated indicators, expected outcomes and timelines specific to their respective Technical Proposals.
- 3.4.2.3.12 The Utilization Management Offeror must provide a detailed hospital plan for the University of Maryland Hospital and for any other hospital that the Offeror proposes to use, that provides:
  - 3.4.2.3.12.1 Analysis of admission;
  - 3.4.2.3.12.2 Analysis of discharge;
  - 3.4.2.3.12.3 Analysis of billing;
  - 3.4.2.3.12.4 Analysis of point of service unit; and
  - 3.4.2.3.12.5 Analysis of the advanced technology within the hospital, including telemetry.
- 3.4.2.4 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:
  - 3.4.2.4.1 An overview of the Offeror's experience in providing equipment and services the same as or similar to those included in this RFP. This description shall include:
    - 3.4.2.4.1.1 A summary of the services offered;
    - 3.4.2.4.1.2 A discussion of the Offeror's understanding of the correctional and detention environments and the issues inherent in providing services in such;
    - 3.4.2.4.1.3 A discussion of research based, best practices in correctional and detention environments specific to the Module for which the proposal is being made;
    - 3.4.2.4.1.4 A presentation of performance-based outcomes that may realistically be attained, supported by the research and best practices if the Offeror were awarded the contract;
    - 3.4.2.4.1.5 For the Electronic Patient Health Record/Health Management Information System Services Module only, the extent of network architecture and infrastructure services provided to existing customer bases;

- 3.4.2.4.1.6 The number of years the Offeror has provided these services;
  - 3.4.2.4.1.7 The number of individuals, the size of the systems and geographic locations the Offeror currently serves;
  - 3.4.2.4.1.8 An organizational chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary or back-up roles; and
  - 3.4.2.4.1.9 The names and titles of the key management personnel directly involved with supervising the services rendered under the contract along with their resumes.
- 3.4.2.5 References. Offerors shall provide references of up to three customers who are capable of documenting:
- 3.4.2.5.1 The Offeror's ability to manage projects of comparable size and complexity;
  - 3.4.2.5.2 The quality and breadth of services provided by the Offeror;
  - 3.4.2.5.3 The following information for each client reference:
    - 3.4.2.5.3.1 Name of client organization;
    - 3.4.2.5.3.2 Name, title, and telephone number of Point-of-Contact for client organization;
    - 3.4.2.5.3.3 Value, type, and duration of contract(s) supporting client organization;
    - 3.4.2.5.3.4 The services provided, scope of the contract, geographic area being supported, performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels); and
    - 3.4.2.5.3.5 An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices in connection with the evaluation of proposals.

- 3.4.2.6 Financial Capability and Insurance: The Offeror shall include the following:

- 3.4.2.6.1 Evidence that the Offeror has the financial capacity to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last two years;
- 3.4.2.6.2 A copy of the Offeror's current certificates of insurance, which, at a minimum, should contain the following:
  - 3.4.2.6.2.1 Carrier (name and address);
  - 3.4.2.6.2.2 Type of insurance;
  - 3.4.2.6.2.3 Amount of coverage;
  - 3.4.2.6.2.4 Period covered by insurance; and
  - 3.4.2.6.2.5 Exclusions.
- 3.4.2.7 Economic Benefit Factors
  - 3.4.2.7.1 The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
    - 3.4.2.7.1.1 The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category;
    - 3.4.2.7.1.2 The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels;
    - 3.4.2.7.1.3 Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract;
    - 3.4.2.7.1.4 The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs; and

- 3.4.2.7.1.5 Any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

NOTE: Because there is no guarantee of any level of usage under a contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.?

- 3.4.2.8 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract.

### **3.5 Volume II - Financial Proposal for Each Module**

- 3.5.1 Under a sealed package separate from the Technical Proposal and clearly labeled with the same information noted on the Technical Proposal, the Offeror must submit a Financial Proposal for each proposed Module. The Financial Proposal package must include an unbound original, with 10 copies, and one copy of an electronic version in Microsoft Excel or Word. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Forms must be submitted and completely filled in (no blanks or omissions).
- 3.5.1.1 Offerors may not change or alter these forms. Alterations may cause the Financial Proposal to be rejected.
- 3.5.1.2 Proposal Price Form, Total Page, is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 3.5.1.3 All criteria included in the Proposal Price Forms, e.g., the estimated quantity of various services, are for price evaluation purposes. The State reserves the right, in its sole discretion, to purchase the goods and services in different quantities than those referenced in these Proposal Price Forms. The State reserves the right, in its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.
- 3.5.1.4 Vendors are required to record the Unit Price they are proposing for each element, calculate the Extended Price where applicable, and compute a total for each Proposal Price Form (F1 through F6) in Attachment F. The total of each Proposal Price Form page is used to calculate the vendor's EVALUATED OR FIXED PRICE PROPOSED, as applicable.
- 3.5.1.4.1 All Unit and Extended Prices must be clearly typed with dollars and cents, i.e., \$24.15.
- 3.5.1.4.2 All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent, in any manner, on any other factor or condition.

- 3.5.1.4.3 All goods or services required or requested by the State, and prices offered by the vendor at No Cost to the State must be clearly identified in the Unit and Extended Price using the notation “N/C”.
- 3.5.1.4.4 Nothing shall be entered on these Proposal Price Forms that alters or proposes conditions or contingencies on the proposal response.
- 3.5.1.4.5 Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.
- 3.5.1.4.6 It is imperative that the prices included on Proposal Price Forms pages are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on Proposal Price Forms. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

### 4.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- 4.2.1 Technical Response to RFP Requirements. The extent to which the Offeror’s response to the work requirements in the RFP illustrate a comprehensive understanding of those requirements and the clarity of the explanation addressing how the work will be done;

Note: Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 2 and 3.4.2.3);

- 4.2.2 Offeror Experience and Capabilities. (Ref. Section 3.4.2.4);

- 4.2.3 References. (Ref. Section 3.4.2.5); and

- 4.2.4 Economic Benefit Factors. (Ref. Section 3.4.2.7)

### 4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed for each Module.

### 4.4 Reciprocal Preference

Although Maryland law does not permit procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its

residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

## **4.5 Selection Procedures**

### 4.5.1 General Selection Process

4.5.1.1 A contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and, with potential clarifications and revision of proposals during these discussions.

4.5.1.2 Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award. However, the State also reserves the right to make an award without holding discussions. Either with or without holding discussions, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals

### 4.5.2 Selection Process Sequence

4.5.2.1 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.2 The Financial Proposal of each Offeror will be evaluated separately from the Technical Proposal. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

4.5.2.3 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.2.4 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous proposal determination, technical factors will be given greater weight than price factors.

## INDEX OF RFP ATTACHMENTS

ATTACHMENT A – The State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award. (Attached to this solicitation)

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal. (Attached to this solicitation)

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award. (Attached to this solicitation)

ATTACHMENT D – Minority Business Enterprise Participation (Attached to this solicitation)

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.7 by those potential Offerors who plan on attending the conference. (Attached to this solicitation)

ATTACHMENT F – Proposal Price Forms. These forms are to be completed by the Offeror and comprise the Offeror's Volume II – Financial Proposal (Attached to this solicitation)

ATTACHMENT G – Medical Diet Manual is available on the RFP website.

ATTACHMENT H – Guidelines for non-visual-Web-accessibility as described in the EPHR/HMIS Module is available on the RFP website.

ATTACHMENT I - Service Delivery Area Map. Location Map of all Departmental facilities is available on the RFP website and is password protected. See the website for instructions on how to access this document.

ATTACHMENT J – Facility Locations, security levels of facilities and populations. Spreadsheet containing security level of each facility along with address and locations of medical care is available on the RFP website.

ATTACHMENT K – Spreadsheet of ADP for last 4 years is available on the RFP website. This is for informational purposes only, and is not a representation or guarantee of the inmate populations during the term of contracts issued under this RFP.

ATTACHMENT L – Agency Forms Manual. Each form is an individual document located in a folder marked Attachment L. Only Departmental approved forms are acceptable. This Attachment is available on the RFP website

ATTACHMENT M – Accept/Reject Policy for BCBIC Sallyport is available on the RFP website.

ATTACHMENT N – List of Specialty Clinics is available on the RFP website.

ATTACHMENT O – Chronic Care Clinic Database Fields is available on the RFP website.

ATTACHMENT P – Dental Services Report is available on the RFP website.

ATTACHMENT Q – Systems Features Chart for EPHR/HMIS is available on the RFP website

ATTACHMENT R – Staffing Schedules, minimum requirements outline for the Monthly Facility Staffing Schedule is available on the RFP website.

ATTACHMENT S – Skills Check List – Educational and Experience checklist for employees of Contractor is available on the RFP website.

ATTACHMENT T – Departmental Pharmacy Report –An electronic copy of the pharmaceuticals report is available on the RFP website and is password protected. See the website for instructions on how to access this document.

ATTACHMENT U – Department Secondary Care Report – An electronic copy of the secondary report is available on the RFP website.

ATTACHMENT V – Liquidated Damages. An electronic copy of the methodology to be used to determine liquidated damages available on the RFP website.

ATTACHMENT W- Death Statistics. An electronic copy of the Death Statistics is available on the RFP website.

ATTACHMENT X – Infirmery Utilization Statistics. An electronic copy of the Infirmery Utilization Statistics is available on the RFP website.

ATTACHMENT Y - Intake Physicals, Primary Care Appointments, and Secondary Emergency Services Statistics. An electronic copy of the Intake Physicals, Primary Care Appointments, and Secondary Emergency Services is available on the RFP website. Also includes statistical reports for a one month period.

ATTACHMENT Z – Medical Locations Floor Plans. An electronic copy of the Medical Locations Floor Plans is available on the RFP website.

ATTACHMENT AA – Inventory. An electronic copy of the Inventory is available on the RFP website.

ATTACHMENT BB – Pharmacy Manual. An electronic copy of the Pharmacy Manual is available on the RFP website.

ATTACHMENT CC – Documents Available for inspection in the Office of Inmate Health Services Office – by appointment: Call Renee Epps 410-585-3367  
6776 Reisterstown Rd. Baltimore, Maryland 21215. (Listing attached to this solicitation)

ATTACHMENT DD – Suicide Prevention Program Directive (Attached to this solicitation)

**All Attachments referenced in this Index, excepting A through F may be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>. A through F are attached to this document.**

**Some Attachments have not been included directly in this document due to their size.**

## ATTACHMENT A—Contract

**THIS CONTRACT** (“Contract”, sometimes referred to as the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES**.

**IN CONSIDERATION** of the premises and the covenants herein contained, the parties agree as follows:

### **1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1** “Contract Manager” means: the Director of the Office of Inmate Health Services, Walter G.R. Wirsching.
- 1.2** “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.3** “Department” means the Department of Public Safety and Correctional Services, sometimes also referred to as “the Agency”.
- 1.4** “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.
- 1.5** “Procurement Officer” means: the Director of Procurement Services, Ulysses Rose
- 1.6** “RFP” means the Request for Proposals for State of Maryland Project No. Q0005057.
- 1.7** “State” means the State of Maryland.
- 1.8** “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### **2. Scope of Work**

- 2.1** The Contractor shall provide programs and services specific to the module awarded in accordance with Exhibits A-C listed in this paragraph 2.1 and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. Q0005057

Exhibit B – Contractor’s Technical Proposal dated \_\_\_\_\_.

Exhibit C – Contractor’s Financial Proposal dated \_\_\_\_\_.

Exhibit D – The Contractor’s Contract Affidavit dated \_\_\_\_\_.

**2.3** The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section may be the basis for a claim under the Disputes clause. The Contractor may not delay or refuse performance under a change order for any reason, but will proceed immediately and diligently with performance of the Contract in accordance with the change.

### **3. Time for Performance.**

The term of this Contract begins on the date the Contract is executed by the Department, and unless terminated earlier in accordance with the Contract, ends June 30, 2007 (the "base term") The Contractor shall undertake transition activities necessary to provide its services under the Contract immediately upon receipt of a written notice to proceed issued by the Contract Manager. Apart from transition activities, the Contractor shall provide all the services, hardware, related software and other deliverables under this Contract during the period July 1, 2005 to June 30, 2007. The State, at its sole option, shall have the unilateral right to extend the contract for up to 3 additional 1-year terms ("option terms"). At least thirty (30) calendar days prior to the contract anniversary date, the State's Procurement Officer shall provide the Contractor with a written notice of the State's Intent to extend the contract for another one-year term.

### **4. Compensation and Method of Payment**

**4.1** In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms (dependant on contract type, to be supplied later). Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$\_\_\_\_\_. Contractor shall notify the Contract Manager, in writing, at least 60 days before the total of Contract payments equals the "not to exceed" amount in this paragraph 4.1. The State may unilaterally, and in its sole discretion, increase the "not to exceed" amount. After notification by the Contractor, if the State fails to increase the "not to exceed" amount, the Contractor shall have no obligation to perform under this Contract after payments reach the "not to exceed" amount.

**4.2** Payments to the Contractor shall be made no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the Contractor, acceptance by the Agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is\_\_\_\_\_. Charges

for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Agency Contract Manger. If the Contractor submits an invoice for reimbursement of its expenses as authorized under this Contract, the invoice is a “proper invoice” under this paragraph 4.2 only if the invoice includes complete copies of the invoices for which it is seeking reimbursement. Electronic funds transfer will be used by the State to pay Contractor under this Contract and any other State payments due Contractor, unless the State Comptroller’s Office grants Contractor an exemption.

**4.3** In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced, or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

**4.3.1** The Agency may adjust payment to the Contractor to cover damages.

**4.3.1.1.** The Contractor shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by the State’s employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

**4.3.1.2** Liquidated Damages

**4.3.1.2.1** The Agency may deduct liquidated damages as set forth in Attachment (RFP Attachment V).

**4.3.1.2.1.1** For the 90 day period following the “transition period” defined in the RFP, the Department will not take liquidated damages for items i through xii found at Roman V of Attachment V “LIQUIDATED DAMAGES (L.D.), Calculation Methodology.”

**4.3.1.2.2** When the Agency has identified a deficiency for which it could assess a liquidated damage, it shall notify the Contractor in writing of the deficiency.

**4.3.1.2.3** The Contractor shall provide to the Agency Representative within 10 working days of the date that the Contractor receives the agency’s notice, its written explanation for the deficiency.

**4.3.1.2.3.1** The Agency may determine whether or not to assess the liquidated damages without considering the Contractor’s response if it has not received the Contractor’s explanation within 10 working days.

**4.3.1.2.4** The total amount for liquidated damages arising out of any one incident or occasion may not exceed \$150,000.

**4.3.1.3** Direct Damages.

- 4.3.1.3.2** The Agency may deduct for direct damages sustained as a result of Contractor's failure to perform as required under this Contract.
- 4.3.1.3.3** If hospitalization, outpatient or specialty care not otherwise provided on site is required as a result of provider negligence, the contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of provider negligence will be that of the DPSCS Medical Director, whose decision shall be final.
- 4.3.1.4** Notification
  - 4.3.1.4.2** The Agency shall notify the Contractor of each adjustment.
    - 4.3.1.4.2.1** The Agency shall provide the Contractor with such evidence as the Agency determines is adequate to justify each adjustment.
    - 4.3.1.4.2.2** If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in ARTICLE 11 of the contract.
- 4.4** As provided within the RFP, the Contractor may submit a schedule of revised rates to adjust the contract services rates then in effect. Any such adjustment shall be based upon conditions described in Section 1.4 of the RFP.
- 4.5** (Applies to Medical, Mental Health, Dental and Pharmacy Modules only.) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Agency within 30 days after receipt by the Contractor of a correct invoice. If the Contractor fails to make payment to the Agency within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Agency interest for that portion of the unpaid balance prorated for the period beginning with the 31<sup>st</sup> day after the Contractor receives a correct invoice from the Agency and ending when the Agency receives the payment. The Agency shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.
- 4.6** Payment of an invoice by the Agency is not evidence that services were rendered as required under this Contract.
- 4.7** The Agency is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor, other than those fees or costs which the Contractor has included in its price stated in ATTACHMENT F or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract.
- 4.8** In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Agency may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the

Agency, in addition to any other remedies, may deduct the amounts due from any monies due the Contractor during any renewal term of the contract or under any other contract between the parties.

- 4.9** The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates and gifts, including insurance and government payments (“third party payments”), for services rendered to inmates, when such are available.
- 4.9.1** When the Contractor can receive will receive or has received third party payments, the Contractor shall immediately notify the Agency of the source, nature and amount of the third party payments.
- 4.9.2** All third party payments are the property of the Agency and the Contractor shall follow the Agency’s instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Agency, the remission to the Agency of the third party payment.
- 4.9.2.1** Because third party payments are the property of the Agency; the Contractor’s obligations under this SUBARTICLE 4.9 shall survive the expiration of the Contract.
- 4.9.3** At the end of each quarter of each year of the Contract, the Contractor shall submit a report to the Agency detailing all funds received from third party reimbursement.

## **5. Rights to Records**

- 5.1** The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor solely for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2** Upon the request of the Agency, the Contractor shall provide, free of charge, certified copies of all records related to this Contract produced through the use of a time keeping or other record systems owned, developed or utilized by the Contractor.
- 5.3** The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not “works made for hire” for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 5.4** The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.
- 5.5** The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6. Patents, Copyrights, Intellectual Property**

- 6.1** If the Contractor furnishes any design, device, material, process, or other item (“Product”) that is covered by a patent or copyright, or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any Product infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Department against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Department (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in paragraph 6.3 below.
- 6.3** If any Product becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the Product, b) replace the Product with a non-infringing product substantially complying with the item's specifications, or c) modify the Product so that it becomes non-infringing and performs in a substantially similar manner to the original Product.

## **7. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7.1 The Contractor shall not use Maryland data or create any publication related to the system of programs and services being provided under the contractor with out first obtaining the written approval of the Assistant Secretary for Treatment Services.

## **8. Loss of Data**

In the event of loss of any State data or records held or maintained by the Contractor in the performance services, where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

## **9. Indemnification**

9.1 The Contractor shall indemnify the State and the State's employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

9.1.1 This shall not be construed to mean that the Contractor shall indemnify the State or the State's employees against liability for any suits, actions, or claims of any character that are directly the result of acts or omissions in the performance of the State or of the State's employees. Each party shall bear sole responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

9.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

## **10. Non-Hiring of Employees**

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of

this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **11. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **12. Maryland Law**

**12.1** This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

## **13. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **14. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

## **15. Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the

Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### **16. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### **17. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

#### **18. Vendor Transition**

If the Agency awards a contract to another vendor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Agency and the new vendor in facilitating the transition as the Agency directs, including providing the new vendor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

#### **19. Delays and Extensions of Time**

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another

contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**21. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

**22. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**24. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit

by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

## **25. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 25.1** It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2** It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 25.4** It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **26. Costs and Price Certification**

- 26.1** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.
- 26.2** The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **27. Subcontracting; Assignment**

- 27.1** The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department. Any such subcontract or assignment shall include such terms of this Contract as the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.
- 27.2** The Contractor shall not write into any subcontract or negotiate with any subcontractor for a requirement that would in any way limit the subcontractor's flexibility to compete with the Contractor or to negotiate with a competitor of the Contractor for any future contract with the State.

**28. Administrative**

**28.1** Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

**28.2** Authority of the Department - Except as expressly prohibited by Maryland law, any of the State's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of the Department who are authorized to do so by the Secretary of Public Safety and Correctional Services. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of the Department, the Department may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Contractor. To the extent that the Department utilizes internal review or approval processes in making determinations under this Contract, the Contractor has no right to or in connection with those processes.

**28.3** Notices. All notices under this Contract shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

**If to the State:** Department of Public Safety and Correctional Services  
Walter G.R. Wirsching  
Director, Office of Inmate Health Services  
6776 Reisterstown Road, Suite 315  
Baltimore Maryland, 21215

**If to the Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

**CONTRACTOR**

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTONIAL SERVICES**

\_\_\_\_\_  
By: Date

\_\_\_\_\_

Witness: \_\_\_\_\_

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_ (Date) \_\_\_\_\_ (BPW Item #)

**ATTACHMENT B—Bid/Proposal Affidavit**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the [title]

\_\_\_\_\_

and the duly authorized representative of [business] \_\_\_\_\_

\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before

judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

been convicted of any criminal violation of a state or federal antitrust statute;

been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions

in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

## **J. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

### **I CERTIFY THAT:**

Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

Maintain a workplace free of drug and alcohol abuse during the term of the contract;

Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

Prohibit its employees from working under the influence of drugs or alcohol;

Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

Establish drug and alcohol abuse awareness programs to inform its employees about:

The dangers of drug and alcohol abuse in the workplace;

The business' policy of maintaining a drug and alcohol free workplace;

Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

#### **K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

1. The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

**M. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

BPAFF  
6/13/01

**ATTACHMENT C—Contract Affidavit**

**COMAR 21.07.01.25**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the

\_\_\_\_\_

(title)

and the duly authorized representative of

\_\_\_\_\_

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## **ATTACHMENT D—Minority Business Enterprise Participation**

### **STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES MINORITY BUSINESS ENTERPRISE PARTICIPATION**

#### **PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

#### **MBE GOALS AND SUBGOALS**

- MBE subcontract participation goals of as set forth in Section 1.21 have been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

#### **SOLICITATION AND CONTRACT FORMATION**

- ◆ A bidder or Offeror must submit on February 22, 2005 by 2:00 p.m. EST:
  - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D 1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  - (2) A completed MBE Participation Schedule (Attachment D 2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If a bidder or Offeror fails to submit Attachment D 1 and Attachment D 2 on February 22, 2005 by 2:00 p.m. EST., the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. These forms must be packaged and sealed separately to allow the Department to access the MBE forms without having access to the pricing proposal until the technical evaluation is completed.**

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  - (1) Outreach Efforts Compliance Statement (Attachment D 3)
  - (2) Subcontractor Project Participation Statement (Attachment D 4)
  - (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any subgoal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
  - (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.**

## MBE CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### ATTACHMENTS

D 1 - Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)

D 2 - MBE Participation Schedule (must be submitted with bid or offer)

D 3 - Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

D 4-Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

# Attachment D 1

## **CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**\*\*\*\*\* EFFECTIVE OCTOBER 1, 2004 \*\*\*\*\***

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

In conjunction with the bid or offer submitted in response to Solicitation No. Q0005057 I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation subgoals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

***After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.***

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D 3)
  - (b) Subcontractor Project Participation Statement (Attachment D 4)
  - (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed documents within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is

voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment D 2**  
**MBE Participation Schedule**  
*(for submission with bid or proposal)*

\*\*\*\*\* **EFFECTIVE OCTOBER 1, 2004** \*\*\*\*\*

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

**USE ATTACHMENT D 2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %

**TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:** \_\_\_\_\_ %

**TOTAL WOMAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

Document Prepared By: (please print or type) Name: _____ Title: _____
---

**Attachment D 2**  
 MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

# Attachment D 3

## ***Outreach Efforts Compliance Statement***

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:
  
  
  
  
  
  
  
  
  
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
  
  
  
  
  
  
  
  
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
  
  
  
  
  
  
  
  
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
  
  
  
  
  
  
  
  
  
  
- This project does not involve bonding requirements.
  
  
  
  
  
  
  
  
  
  
5.  Bidder/Offeror did/did not attend the pre-bid conference  
 No pre-bid conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**Attachment D 4**

***Subcontractor Project Participation  
Statement***

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the State contract in  
\_\_\_\_\_ Prime Contractor Name  
conjunction with Solicitation No. \_\_\_\_\_, it and \_\_\_\_\_,  
\_\_\_\_\_ Subcontractor Name  
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which  
Subcontractor shall: (describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

\_\_\_\_\_  
Prime Contractor Signature  
By: \_\_\_\_\_  
Name, Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Signature  
By: \_\_\_\_\_  
Name, Title  
\_\_\_\_\_  
Date

**ATTACHMENT E—Pre-Proposal Conference Response Form**

**Project No. Q0005057  
STATE OF MARYLAND  
Request for Proposals  
Inmate Health Care Services**

A Pre-Proposal Conference will be held at the DPSCS Centralized Hiring Conference Room 6764 C Reisterstown Road Office Plaza, Baltimore, Maryland 21215 on December 10, 2004, at 1:00 p.m. Please return this form by December 2, 2004 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Ulysses Rose at 410-339-5026.

Return or fax this form to the Procurement Officer:

Ulysses Rose  
Acting Director of Procurement Services  
Department of Public Safety and Correctional Services  
Suite 1000  
300 E. Joppa Road  
Baltimore, MD 21286  
FAX: 410-339-4240

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance. \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT F—Proposal Price Sheets**

**Evaluated or fixed prices (as reflected below) for one year. Subsequent prices are to be determined by CPI and/or alternative price adjustment mechanism stated in RFP**

**Price Sheets for each module already filled in with the required staffing as appropriate and as discussed in Section 3.4.2.3.10, follow the examples. The Price Sheets must be completed by the Offeror. The Offeror may add additional staff in any Service Delivery Area and must include other items as shown in the examples. The Offeror is reminded to address all Tasks. In the interest of space, the examples are abbreviated.**

Note: “W-Hag” is Western Hagerstown, “W-Cumb” is Western Cumberland, “Balto.” is Baltimore City DOC and “Balto. PT” is Baltimore City Pre Trial.)

**EXAMPLE FORM F 1**

**Medical Care Services Module (Time and Materials)**

Task	Component	Component ID	Service Area	Unit Price	Quantity	Hrs/Yr*	Total Price
1	Labor	Doctor	Eastern	\$100/hour	17 FTE	2080	
1	Labor	Nurse	Jessup	\$50/hour	52 FTE	2080	
Grand Total							

Note: Hours/Year are based on a FTE unit equal to 2080 hours per year. Billings will be based on time sheets submitted by Contractor to substantiate hours worked. Prices submitted are evaluated prices based upon the manning package proposed. Supplies and Equipment will be a straight “pass through” governed by the procedures in the RFP to acquire supplies and equipment in each respective module. Since the State will pay for approved purchases of supplies and equipment, materials are not to be included in the Offeror’s price proposal. Prices for lab services and program (not individual) certifications/license fees are a T&M pass through and are also not to be submitted on the price sheets. These services and fees are covered in the RFP Section 2 in each applicable module. Any other cost of doing business is considered an incidental expense applicable to the Contractor and should be absorbed within other prices proposed in the module.

**EXAMPLE FORM F 2**

**Mental Health Services Module (Time and Materials)**

Task	Component	Component ID	Service Area	Unit Price	Quantity	Hrs/Yr*	Total Price
1	Labor	Doctor	ESDA	\$100/hour	17 FTE	2080	
1	Labor	Nurse	JSDA	\$50/hour	52 FTE	2080	
Grand Total							

Note: See note for Example Form F1.

In every case where the Department has required an LCSW-C, it will allow the use of Licensed Certified Professional Counselors (LCPCs), except in those cases where the duties and responsibilities of the position can only be accomplished by an LCSW-C as set forth in Maryland COMAR and Law. If the Offeror decides to propose the use LCPCs instead of LCSWs, it must include a statement in its staffing plan that assures the State that such use is in accordance with COMAR and Maryland law.

**Dental Services Module (Time and Materials)**

Task	Component	Component ID	Service Area	Unit Price	Quantity	Hrs/Yr*	Total Price
1	Labor	Dentist	ESDA	\$80/hour	5 FTE	2080	
1	Labor	Hygienist	JSDA	\$30/hour	52 FTE	2080	
Grand Total							

See note for Example Form F1.

**EXAMPLE FORM F 4**

**Pharmacy Services Module (Mixed Types but Price Elements Shown Here Are Fixed Price)**

Task	Component	Total Price
1	Labor	
1	Delivery	
1	Leased Space	
Grand Total		

Note: Prices for pharmaceuticals shall be paid at the levels determined by RFP Section 2.2.4.7.9 on a Fixed Unit Price, Indefinite Quantity basis and shall not be included on the price sheet. Prices for supplies, equipment, program fees and program certifications are T&M and shall not be included on the price sheet. Prices for listed items in this example are actual fixed prices, which represent what the State expects to pay. The prices should be submitted with one price per component and with details on what the component contains in the technical proposal. Any other cost of doing business is considered an incidental expense applicable to the Contractor and should be absorbed within other prices proposed in the module.

**EXAMPLE FORM F 5**

**Utilization Management Services Module (Fixed Price w/Incentive)**

Task	Component	Total Fixed Price
1	Labor	
1	Leased space	
1	Supplies	
1	Equipment	
Grand Total		

Prices can be found in Section 2.2.5.16. In this example are actual fixed prices, which represent what the prices should be submitted with one price per component and on what the component contains in the technical proposal. Any other cost of doing business is considered an incidental expense applicable to the Contractor and prices proposed in the module.

**EXAMPLE FORM F 6**

**Electronic Patient Health Rcd/Health Mgt Info System Services Module (Fixed Price)**

Task	Component	Total Fixed Price
1	Labor	
1	Equipment	
1	Supplies	
1	Leased space	
1	Software License for X	
Grand Total		

Note: Itemize equipment (250 PCs, X servers, 250 cable sets, etc.) and software licenses. Labor, supplies and leased space prices shall be submitted on a single line each with details on what the component contains in the technical proposal. Prices for listed items in this example are actual fixed prices, which represent what the State expects to pay. Any other cost of doing business is considered an incidental expense applicable to the Contractor and should be absorbed within other prices proposed in the module.

The Offeror is to submit as an attachment to its price proposal form a copy of the “Systems Features Chart for EPHR/HMIS” that has been annotated in each instance where the Offeror noted in its Technical Proposal submission that an item “Can Be Enhanced to Full Capability,” with the cost for such an enhancement. Each item for which the Offeror designates a cost will be considered a discreet “Task” under any contract awarded as discussed in Section 1.1.7.

**Attachment F1—Medical Care Services Module**

<b>Price Sheet - Medical Care Services Module</b>								
<b>Task</b>	<b>Component</b>	<b>Component Identification</b>	<b>Service Delivery Area</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Hrs/Yr</b>	<b>Total Price (unit price X quantity X hours)</b>
1	Labor	Assistant Director of Nurses	W-Hag		FTE	1.0	2080	
1	Labor	Director of Nurses	W-Hag		FTE	1.0	2080	
1	Labor	Medical Director	W-Hag		FTE	1.0	2080	
1	Labor	PA/NP	W-Hag		FTE	5.6	2080	
1	Labor	Physicians	W-Hag		FTE	3.4	2080	
1	Labor	RHIT/RHIA	W-Hag		FTE	1.0	2080	
1	Labor	RN	W-Hag		FTE	21.0	2080	
1	Labor	RN - Charge	W-Hag		FTE	4.0	2080	
1	Labor	RN - Chronic Care Nurse	W-Hag		FTE	1.0	2080	
1	Labor	RN - Infection Control Coordinator	W-Hag		FTE	1.0	2080	
1	Labor	Assistant Director of Nurses	W-Cumb		FTE	1.0	2080	
1	Labor	Director of Nurses	W-Cumb		FTE	1.0	2080	
1	Labor	Medical Director	W-Cumb		FTE	1.0	2080	
1	Labor	PA/NP	W-Cumb		FTE	2.8	2080	
1	Labor	Physician	W-Cumb		FTE	2.0	2080	
1	Labor	RHIT/RHIA	W-Cumb		FTE	1.0	2080	
1	Labor	RN	W-Cumb		FTE	8.4	2080	
1	Labor	RN - Charge	W-Cumb		FTE	2.0	2080	
1	Labor	RN - Chronic Care Nurse	W-Cumb		FTE	1.0	2080	
1	Labor	RN - Infection Control Coordinator	W-Cumb		FTE	1.0	2080	
6	Labor	RN	W-NBCI		FTE	4.2	2080	
6	Labor	RN - Charge	W-NBCI		FTE	1.0	2080	
1	Labor	Assistant Director of Nurses*	Balto.		FTE	2.0	2080	
1	Labor	Director of Nurses*	Balto.		FTE	1.0	2080	

1	Labor	Medical Director*	Balto.		FTE	1.0	2080
1	Labor	PA/NP	Balto.		FTE	2.0	2080
1	Labor	Physician (Flexible)	Balto.		FTE	4.6	2080
1	Labor	RHIT/RHIA*	Balto.		FTE	1.0	2080
1	Labor	RN	Balto.		FTE	23.2	2080
1	Labor	RN - Charge	Balto.		FTE	3.0	2080
1	Labor	RN - Infection Control Coordinator*	Balto.		FTE	1.0	2080
1	Labor	PA/NP	Balto. PT		FTE	26.6	2080
1	Labor	Physician	Balto. PT		FTE	13.6	2080
1	Labor	Physician - Lead*	Balto. PT		FTE	1.0	2080
1	Labor	Physician – OB/GYN (Flexible)	Balto. PT		FTE	0.2	2080
1	Labor	RN	Balto. PT		FTE	44.4	2080
1	Labor	RN - Charge	Balto. PT		FTE	6.6	2080
1	Labor	Assistant Director of Nurses	Eastern		FTE	1.0	2080
1	Labor	Director of Nurses	Eastern		FTE	1.0	2080
1	Labor	Medical Director	Eastern		FTE	1.0	2080
1	Labor	PA/NP	Eastern		FTE	4.8	2080
1	Labor	Physician	Eastern		FTE	2.0	2080
1	Labor	RHIT/RHIA	Eastern		FTE	1.0	2080
1	Labor	RN	Eastern		FTE	17.8	2080
1	Labor	RN - Charge	Eastern		FTE	3.0	2080
1	Labor	RN - Chronic Care Nurse	Eastern		FTE	1.0	2080
1	Labor	RN - Infection Control Coordinator	Eastern		FTE	1.0	2080
1	Labor	Assistant Director of Nurses	Jessup		FTE	1.0	2080
1	Labor	Director of Nurses	Jessup		FTE	1.0	2080
1	Labor	Medical Director	Jessup		FTE	1.0	2080
1	Labor	PA/NP	Jessup		FTE	7.0	2080
1	Labor	Physician	Jessup		FTE	8.4	2080
1	Labor	RHIT/RHIA	Jessup		FTE	1.0	2080
1	Labor	RN	Jessup		FTE	46.1	2080

1	Labor	RN - Charge	Jessup		FTE	13.4	2080	
1	Labor	RN - Chronic Care Nurse	Jessup		FTE	2.0	2080	
1	Labor	RN - Infection Control Coordinator*	Jessup		FTE	1.0	2080	

Submitted By (Offeror Name): \_\_\_\_\_ Offeror Contact Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_ Offeror Phone: \_\_\_\_\_

Offeror FEIN: \_\_\_\_\_ Authorized Offeror Representative: \_\_\_\_\_

Signature Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title Authorized Representative: \_\_\_\_\_

**Attachment F2—Mental Health Services Module**

<b>Price Sheet - Mental Health Services Module</b>								
<b>Task</b>	<b>Component</b>	<b>Component Identification</b>	<b>Service Delivery Area</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Hrs/Yr*</b>	<b>Total Price (unit price X quantity X hours)</b>
1	Labor	Psychiatrist	W-Hag		FTE	3.0	2080	
1	Labor	Psychiatrist	W-Cumb		FTE	1.0	2080	
1	Labor	Chief Psychiatrist	Balto.		FTE	1.0	2080	
1	Labor	Psychiatrist	Balto.		FTE	1.0	2080	
1	Labor	LCSW-C	Balto. PT		FTE	14.6	2080	
1	Labor	NP - Psychiatric	Balto. PT		FTE	4.0	2080	
1	Labor	Psychiatrist	Balto. PT		FTE	2.5	2080	
1	Labor	RN	Balto. PT		FTE	5.6	2080	
1	Labor	RN - Charge	Balto. PT		FTE	1.0	2080	
1	Labor	Psychiatrist	Eastern		FTE	1.0	2080	
1	Labor	Psychiatrist	Jessup		FTE	6.0	2080	
1	Labor	Psychologist	Jessup		FTE	2.0	2080	
1	Labor	Psychology Associate	Jessup		FTE	7.0	2080	
1	Labor	RN	Jessup		FTE	22.4	2080	
1	Labor	RN - Charge	Jessup		FTE	2.0	2080	

Submitted By (Offeror Name): \_\_\_\_\_ Offeror Contact Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_ Offeror Phone: \_\_\_\_\_

Offeror FEIN: \_\_\_\_\_ Authorized Offeror Representative: \_\_\_\_\_

Signature Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title Authorized Representative: \_\_\_\_\_

**Attachment F3—Dental Services Module**

<b>Price Sheet - Dental Services Module</b>								
<b>Task</b>	<b>Component</b>	<b>Component Identification</b>	<b>Service Delivery Area</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Hrs/Yr</b>	<b>Total Price (unit price X quantity X hours)</b>
1	Labor	Dental Assistant	W-Hag		FTE	6.0	2080	
1		Dentist	W-Hag		FTE	5.0	2080	
1		Oral Surgeon	W-Hag		FTE	0.1	2080	
1		Dental Assistant	W-Cumb		FTE	3.0	2080	
1		Dentist	W-Cumb		FTE	3.0	2080	
1		Oral Surgeon	W-Cumb		FTE	0.1	2080	
1		Dental Assistant	Baltimore		FTE	7.0	2080	
1		Dentist	Baltimore		FTE	6.0	2080	
1		Oral Surgeon	Baltimore		FTE	0.1	2080	
1		Dental Assistant	Eastern		FTE	3.5	2080	
1		Dentist	Eastern		FTE	2.5	2080	
1		Oral Surgeon	Eastern		FTE	0.1	2080	
1		Dental Assistant	Jessup		FTE	7.5	2080	
1		Dentist	Jessup		FTE	6.5	2080	
1		Oral Surgeon	Jessup		FTE	0.1	2080	
							2080	

Submitted By (Offeror Name): \_\_\_\_\_ Offeror Contact Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_ Offeror Phone: \_\_\_\_\_

Offeror FEIN: \_\_\_\_\_ Authorized Offeror Representative: \_\_\_\_\_

Signature Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title Authorized Representative: \_\_\_\_\_

**Attachment F4—Pharmacy Services Module**

Task	Component	Total Price
1	Labor	
1	Delivery	
1	Leased Space	
Grand Total		

Submitted By (Offeror Name): \_\_\_\_\_ Offeror Contact Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_ Offeror Phone: \_\_\_\_\_

Offeror FEIN: \_\_\_\_\_ Authorized Offeror Representative: \_\_\_\_\_

Signature Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title Authorized Representative: \_\_\_\_\_

**Attachment F5—Utilization Management Services Module**

Task	Component	Total Fixed Price
1	Labor	
1	Leased space	
1	Supplies	
1	Equipment	
Grand Total		

Submitted By (Offeror Name): \_\_\_\_\_

Offeror Contact Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_

Offeror Phone: \_\_\_\_\_

Offeror FEIN: \_\_\_\_\_

Authorized Offeror Representative: \_\_\_\_\_

Signature Authorized Representative: \_\_\_\_\_

Title Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment F6—EHR/HMIS Services Module**

Task	Component	Total Fixed Price
1	Labor	
1	Equipment	
1	Supplies	
1	Leased space	
1	Software License for X	
Grand Total		

The Offeror is to submit as an attachment to its price sheet a copy of the “Systems Features Chart for EHR/HMIS” that has been annotated in each instance where the Offeror noted in its Technical Proposal submission that an item “Can Be Enhanced to Full Capability,” with the cost for such an enhancement. Each item for which the Offeror designates a cost will be considered a discreet “Task” under any contract awarded as discussed in Section 1.1.7.

Submitted By (Offeror Name): \_\_\_\_\_

Offeror Contact Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_

Offeror Phone: \_\_\_\_\_

Offeror FEIN: \_\_\_\_\_

Authorized Offeror Representative: \_\_\_\_\_

Signature Authorized Representative: \_\_\_\_\_

Title Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G—Medical Diet Manual**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT H—Guidelines for non-visual-Web-accessibility**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT I—Service Delivery Area Map**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT J—Facility Locations, Security Levels etc.**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT K—ADP And Projection**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT L—Departmental Medical Forms**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT M—Accept/Reject Directive BCBIC Sallyport**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT N—Specialty Clinics**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT O—Chronic Care Database Perimeters**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT P—Dental Services Report**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT Q—System Features Chart for EPHR/HMIS**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT R—Staffing Schedules**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT S—Skills Check List**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT T—Pharmacy Report**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT U—Secondary Care Report**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT V—Liquidated Damages**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT W—Death Statistics**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT X—Infirmery Utilization Statistics**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT Y—Intake Physicals, Primary Care Appts etc.**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT Z—Medical Location Floor Plans**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT AA—Equipment Inventory**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

**ATTACHMENT BB—Pharmacy Manual**

May be found on the web at: <http://www.dpscs.state.md.us/procurement/ihs.shtml>.

DOCUMENT INSPECTION.

- Various documents, such as the current Consent Decree, the Monthly Service Reports, the Protocols and Procedures, and a sample Record Jacket, are available for inspection by appointment with the Director of the Office of Health Care Services who is the custodian of those documents. The Director of the Office of Health Care Services can be reached at the following address:

**Director of the Office of Inmate Health Services  
Maryland Department of Public Safety and Correctional Services  
Suite 315  
6776 Reisterstown Road  
Baltimore, MD 21215-2341  
Tel: (301) 585-3367**

- The following Protocols are available for inspection:

**MENTAL HEALTH SERVICES**

- 124-001 Program Directive Index
- 124-002 Organization, Management/Operations, and Administration
- 124-003 Program References
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## 130-200 INFECTION CONTROL MANUAL

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  - Maintenance
- Isolation
- Reporting
- Surveillance and Treatment
  - Nosocomial Infections
  - Foodborne Infections
  - Tuberculosis
  - Syphilis and Other Sexually Transmitted Diseases
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Department of Public Safety and Correctional Services    Secretary's Department Directive	<b>Secretary's Department Directive Number: Pending</b>	
	<b>Title: Suicide Prevention Program</b>	
	<b>Effective Date:</b>	
	<b>Authorized By:</b>	<b>Number of Pages: 12</b>

**.01 Purpose.**

This directive establishes policy and procedures for a Suicide Prevention Program in correctional facilities of the Department of Public Safety and Correctional Services (Department).

**.02 Scope.**

This directive applies to agencies and employees responsible for the care, custody and control of inmates confined in a Department correctional facility.

**.03 Policy.**

- A. The Department considers the potential for suicide a serious reality among inmates in a Department correctional facility.
- B. The Department shall maintain a comprehensive Suicide Prevention Program to minimize the opportunity for suicidal behavior by providing:
  - (1) Training for correctional employees to:
    - (a) Improve identification of potentially suicidal inmates;
    - (b) Effectively assess suicide risk factors; and
    - (c) Provide timely intervention;
  - (2) Safe housing; and
  - (3) A system of quality assurance that includes:
    - (a) Case reviews of every suicide incident and serious suicide attempt; and
    - (b) Process and record audits.

- C. The Department shall consider suicide prevention a cooperative effort of all correctional employees.
- D. In order to properly assess risk, a correctional employee shall:
  - (1) Consider an inmate exhibiting indicators of self-harm or suicide a serious matter; and
  - (2) Report observations and provide feedback to
    - (a) Other correctional employees; and
    - (b) Appropriate licensed health care professionals.

**.04 Authority/Reference.**

Correctional Services Article, §2-103, Annotated Code of Maryland

**.05 Definitions.**

A. In this directive, the following terms have the meanings indicated.

B. Terms Defined.

- (1) “Administrative review” means a case analysis by the Director of Mental Health, a designee or a multi-disciplinary panel of a suicide or attempted suicide.
- (2) “Agency” means an organization, institution or division established by statute or created by the Secretary within the Department.
- (3) “Agency head” means the highest authority of a Department agency.
- (4) “Assistant Secretary” means the Assistant Secretary for Treatment Services.
- (5) “Continuous observation” means staff maintains an at-risk inmate in constant view.
- (6) “Correctional employee” means an individual employed by the Department of Public Safety and Correctional Services working in a correctional facility with responsibilities that include the custody and care of inmates under the control of the Department.
- (7) “Correctional Mental Health Center Baltimore (CMHCB)” means the inpatient mental health unit located in the Baltimore region within the Baltimore City Detention Center where pretrial inmates needing acute mental health services are placed.
- (8) “Correctional Mental Health Center Jessup (CMHCJ)” means the inpatient mental health unit located in the Jessup region within the Patuxent Institution where Division of Correction inmates needing acute mental health services are placed.
- (9) “Inmate” means an individual in the custody of the Department of Public Safety and Correctional Services.

- (10) “Lethality” means the likelihood that an action will lead to death.
- (11) “Licensed Health Care Professional”.
- (a) “Licensed Health Care Professional” means an individual in the medical or mental health field duly licensed, registered, or certified according to State requirements.
  - (b) “Licensed health care professional” includes, but is not limited to, a:
    - (i) Medical health care professional, such as a physician, dentist, nurse, physician’s assistant, nurse practitioner, medical assistant, or pharmacist; and
    - (ii) Mental health care professional, such as a psychiatrist, psychologist, psychology associate, social worker, professional counselor, or psychiatric nurse.
- (12) “Mental health unit” means the organization within a facility responsible for the provision of mental health services.
- (13) “Program” means the Department of Public Safety and Correctional Services Suicide Prevention Program.
- (14) “Safe cell” means a place of confinement within a facility approved by the Director of Mental Health Services and from which all items that an inmate could use for self-harm have been removed to safely confine and monitor a suicidal inmate until alternate placement can be arranged.
- (15) “Self-harm status” means an inmate is not considered actively suicidal but continues to demonstrate behaviors not intended to cause death but that are potentially harmful to the inmate.
- (16) “Special Status”.
- (a) “Special status” means an inmate requires additional attention because of suicidal or self-harm behaviors.
  - (b) “Special status” is determined by the degree of lethality and includes:
    - (i) Suicide watch;
    - (ii) Suicide precaution; or
    - (iii) Self-harm.
- (17) “Suicide attempt” means an action that is self-harming and has a high likelihood of resulting in death.
- (18) “Suicide gesture” means an action that is self-harming but has a very low likelihood of resulting in death.
- (19) “Suicide ideation” means a verbal statement indicating **thought about** self-harm or wanting to be dead.

- (20) "Suicide precaution status" means an inmate has exhibited an indication of actual or potential self-harm that identifies the inmate as a candidate for protection under the Program.
- (21) "Suicide watch" means an inmate determined to be actively suicidal is under continuous observation until transferred to the medical unit.

## **.06 Responsibility/Procedure.**

The Director of Mental Health has oversight of the suicide prevention program and its components set forth herein.

### **A. Correctional Employee Training Requirements.**

- (1) Entrance-Level Training. During a correctional employee's entrance-level training, the Department shall provide instruction concerning the Program that includes the following areas:
  - (a) Basic issues about the nature of suicide;
  - (b) The prevalence of suicide;
  - (c) Factors indicating risk of self-harm;
  - (d) Risk factors related to determining suicide potential; and
  - (e) The Department's policy and procedures for suicide prevention.
- (2) Orientation. An agency head, or a designee, shall provide information concerning localized procedures related to the Program as part of a correctional employee's orientation.
- (3) In-service Training. An agency head, or a designee, shall include information concerning the Program as part of a correctional officer in-service training program that:
  - (a) Reinforces the areas listed under §.06A(1) of this directive;
  - (b) Identifies behaviors and symptoms of potentially suicidal inmates; and
  - (c) Assists with managing suicidal inmates.
- (4) The individual responsible for developing suicide prevention program-related entrance-level training, in-service training and a facility's orientation program shall:
  - (a) Develop these programs in cooperation with mental health personnel and the Chief Psychiatrist, or a designee; and
  - (b) Have program-related training approved by the Director of Mental Health Services, or a designee, before presentation to a correctional employee.

### **B. Mental Health and Suicide Screening.**

- (1) The Director of Inmate Health Services shall require, and the agency head shall enforce, a licensed health care professional to screen an inmate entering into the custodial care of the correctional facility as part of the intake processing to determine the inmate's potential for self-harm or suicide, or both in accordance with contract requirements and Department medical policies and procedures.
- (2) A licensed health care professional conducting a suicide screening, utilizing the DPSCS Form OTS 124-420-1, shall interview the inmate to obtain self-reported information concerning the inmate's:
  - (a) Previous statements indicating self-harm or suicide;
  - (b) Previous attempt of self-harm or suicide;
  - (c) Behaviors or indicators of self-harm or suicide; and
  - (d) Current or recent statements about self-harm or suicide.
- (3) If, during the mental health screening, current suicidal risk is identified, a licensed health care professional conducting the screen shall:
  - (a) Immediately place the inmate under continuous observation utilizing the Close Observation Initiation Form (DPSCS Form 124-412B) attached as Appendix 2, until the suicide risk assessment under .06C of this directive is conducted;
  - (b) Refer the inmate to the facility's mental health department for a suicide risk assessment under §.06C of this directive;
  - (d) Document the results of the screening on an Intake Mental Health Screening form (DPSCS Form 130-100B); and
  - (e) Ensure the completed Close Observation Initiation form and Intake Mental Health Screening form are placed in the inmate's medical file with a copy of each to the mental health file.
- (4) If, during the mental health screening, any of the items under §.06B(2) are identified but no imminent suicide risk is present, the licensed health care professional conducting the screening shall:
  - (a) Refer the inmate to the facility's mental health unit for a suicide risk assessment under §.06C of this directive;
  - (b) Making every effort to avoid isolation, place the inmate on administrative segregation until cleared by a licensed mental health professional no later than the close of the next working day for placement in general population.
  - (c) Document the results of the screening on an Intake Mental Health Screening form (DPSCS Form 130-100B); and
  - (e) Ensure the completed Intake Mental Health Screening form is placed in the inmate's medical file with a copy of each to the mental health file.

- (5) Notification under §.06B(3) and (4) of this directive shall proceed as follows:
- (a) During normal business hours, a representative of the facility's mental health department, within 2 hours of notification, shall conduct a suicide evaluation of the inmate being referred.
  - (b) After normal business hours, the on-call psychiatrist shall provide a phone consultation within 2 hours. The on-call psychiatrist may be required to physically come to the institution based on the circumstances of the particular case. Upon contacting the on-call psychiatrist, the medical department shall complete and send the Referral for Psychological Services form (DPSCS 124-400A) to alert institutional mental health personnel of the need for a follow-up assessment on the next business day.
- (6) Post Intake Suicide Screening.
- (a) If at anytime after intake processing an inmate under the care of the Department displays signs of self-harm or suicide, the correctional employee making the observations shall immediately report the observations to the shift commander who shall:
    - (i) Ensure that the facility's licensed health care professional is notified; and
    - (ii) Arrange for the inmate to be placed under continuous observation utilizing the Close Observation Initiation Form (DPSCS Form 124-421B) attached as Appendix 2 until a licensed mental health care professional conducts a suicide evaluation.
  - (b) A licensed health care professional receiving notification under §.06B(6)(a) of this directive shall:
    - (i) Coordinate with the shift commander in arranging for continuous observation;
    - (ii) Within one hour of being notified, conduct a Suicide Screening under §.06B(2) of this directive by completing the Suicide Screening Inventory (DPSCS Form 124-420A) attached as Appendix 1; and
    - (iii) Notify the facility's mental health care professional in accordance with §.06B(5) above; and
    - (iv) Ensure that the Suicide Screening Inventory (DPSCS Form 124-420A) is signed, dated and placed in the medical file and a copy in the mental health and base files.
  - (c) A mental health care professional notified under §.06B(6)(b)(iii) of this directive shall, within two hours of being notified, ensure that the inmate undergoes a suicide risk assessment as provided under §C of this directive.
- (6) Suicide Screening – Transferred Inmate.

When an inmate is transferred from one Department correctional facility to another Department correctional facility or returned from a Correctional Mental Health Center or a hospital facility outside of the Department, a health care professional at the receiving facility shall conduct a new suicide screening within 4 hours of the inmate's arrival at the receiving facility. If any current suicidal indicators are identified, then shall proceed as stated in §§.06B(3) or (4). All suicide screening forms shall be forwarded to the psychology department for triage within one working day.

C. Suicide Risk Assessment.

- (1) When notified under §.06B of this directive, a mental health care professional shall:
  - (a) Conduct, within the established time period, a suicide risk assessment;
  - (b) Interpret the results of the risk assessment to determine management of the inmate in terms of:
    - (i) Level of self-harm or suicide risk;
    - (ii) Placement on special status;
    - (iii) Housing requirements; and
    - (iv) Property restrictions;
  - (c) Notify the following of recommendations under §.06C(1)(b) of this directive:
    - (i) The shift commander, immediately;
    - (ii) The correctional facility's licensed health care professional, immediately;
    - (iii) The correctional facility's chief psychologist, as soon as possible; and
    - (iv) If the inmate is placed on a special status, the institutional psychologist by the beginning of the next business day who shall arrange for the inmate to meet with a psychiatrist within 72 hours of placement on special status.
  - (d) Based on the assessment, arrange for appropriate medical and mental health care for the inmate that includes provisions for:
    - (i) Emergent treatment;
    - (ii) A plan to manage the inmate determined to be at risk of self-harm or suicide while the inmate is in the custody of the Department correctional facility;
    - (iii) Note the recommendations and plan on the Close Observation Initiation Form (DPSCS Form 124-421B) attached as Appendix 2;

- (e) Document the risk assessment and recommendations for the management of the inmate according to requirements of this directive;
  - (f) Require that the documents under §.06C(1)(e) of this directive are placed in the inmate's medical and mental health files.
- (2) The licensed mental health care professional conducting the suicide risk assessment shall interview the inmate and, if appropriate, consult with other sources to obtain detailed information addressing, at a minimum, the following:
- (a) The areas under §.06B(2) of this directive;
  - (b) Prior mental health treatment including hospitalization;
  - (c) Recent significant loss of a family member, financial loss, or other similar circumstances;
  - (d) A history of suicidal behavior within the family or by a significant other;
  - (e) Identified self-harm or suicide risk during prior confinement;
  - (f) Information from the transporting officer or other observer; and
  - (g) Other factors or behaviors accepted by medical and mental health care professionals as indicators that, when considered individually or collectively, establish an inmate's risk for self-harm or suicide.
- (3) Results of the Suicide Risk Assessment.
- (a) The results of the Suicide Risk Assessment shall be documented in the standard progress note that reports the:
    - a. level of risk (e.g. high, medium, or low) ,
    - b. recommendation for housing,
    - c. amount of property allowed, and
    - d. level of observation required.
  - (b) When the inmate needs to be placed on suicide precautions, the results shall immediately be reported verbally to the shift commander and charge nurse.
  - (c) The documentation of this assessment shall be placed in the mental health and medical files, and a copy forwarded to the shift commander.

D. Managing an Inmate at Risk of Self-Harm or Suicide.

- (1) The agency head, or a designee, shall work with medical and mental health care professionals to implement intervention strategies to manage an inmate determined to be at risk of self-harm or suicide that are:
  - (a) Based on the assessed level of risk; and
  - (b) Designed to respond appropriately to the inmate's needs.

(2) Intensity of Intervention.

(a) High Risk. An agency head, or a designee, managing an inmate designated as a high risk, shall require that the inmate be:

(i) Placed on suicide watch;

(ii) Placed in a safe cell;

(iii) Under continuous observation; and

(iv) Immediately processed for transfer to a Department Correctional Mental Health Center.

(b) Medium Risk. An agency head, or a designee, managing an inmate designated as a medium-high risk, shall require that the inmate be:

(i) Placed on a suicide precaution status;

(ii) Placed in a safe cell;

(iii) Observed on a frequency determined appropriate by a mental health care professional; and logged on the Safe Cell Observation Log (DPSCS Form 124-421A) attached as Appendix 3; and

(iv) Referred to a Correctional Mental Health Center if determined to be appropriate by the mental health care professional.

(c) Low Risk. An agency head, or a designee, managing an inmate designated as a low risk, shall require that the inmate is cared for as established under §.06D(2)(b) of this directive.

(3) Placement in a Safe Cell.

(a) Placement in a safe cell means that the inmate is not isolated.

(b) Inmates placed in a Safe Cell shall be provided a Suicide Smock.

(c) If an inmate is isolated when placed in a safe cell, the agency head, or a designee, shall select the cell based on its proximity to staff and ensure a frequency of observation based on the recommendation of a mental health care professional to:

(i) Maximize safety for the inmate; and

- (ii) Minimize the opportunity for the inmate to obtain contraband from other inmates.
  - (d) When placement in a safe cell is required, a licensed mental health care professional shall notify the agency head, or a designee, of:
    - (i) Except for the provisions of §.06D(3)(b) of this directive, restrictions on property, clothing, and bedding in the cell and
    - (ii) Frequency of observation.
- E. Aftercare of an Inmate at Risk of Self-Harm or Suicide.
- (1) A licensed mental health care professional is responsible for:
    - (a) Removing an inmate initially determined to be at risk of self-harm or suicide from protective status;
    - (b) Determining an inmate's return to a regular housing assignment;
    - (c) Determining what property is to be returned to the inmate;
    - (d) Completing the Termination portion of the Close Observation Initiation Form (DPSCS Form 124-421B) documenting actions under §§E(1)(a) – (c) of this directive; and
    - (e) Ensuring that required documents are placed in the inmate's medical and mental health files.
  - (2) A licensed mental health care professional shall provide follow-up care for an inmate removed from special status, at a minimum:
    - (a) Within 24 hours of the inmate being removed from special status;
    - (b) A second time within three days after the first consultation under §.06E(2)(a); of this directive; and
    - (c) A third time within one week after the inmate was removed from special status.
  - (3) The mental health care professional conducting the consultations under §.06E(2) of this directive shall document the result of each consultation and include a progress report in the inmate's medical and mental health files.
- F. Out of Facility Management of an Inmate at High Risk of Self-Harm or Suicide.
- (1) If a mental health care professional determines the inmate is high risk of self-harm or suicide, the agency head, or a designee, shall:
    - (a) Comply with requirements under §§.06D(2)(a) of this directive according to established procedure; and
    - (b) If accepted by a Department Correctional Mental Health Center under §§.06D(2)(a)(iv) and (b)(iv) of this directive, transfer the inmate for treatment; or

- (c) If notified, in writing, within 24 hours of the request under §§.06D(2)(a)(iv) and (b)(iv) of this directive that Correctional Mental Health Center cannot take the inmate, contact the Director of Mental Health Services, or a designee, to identify alternative placement.
- (2) If an inmate determined at high risk of self-harm or suicide is to be transferred to a hospital facility outside the Department, the individual initiating the transfer shall notify the correctional facility's designated licensed mental health care professional at the time the inmate leaves and when the inmate returns.
- (3) If a federal detainee is determined to be at high risk of self-harm or suicide, the agency head, or a designee, shall:
  - (a) Comply with requirements under §.06E(1) of this directive; and
  - (b) If notified that the Correctional Mental Health Center cannot accept the inmate, contact the Director of Mental Health Services, or a designee, who shall consult with the Federal Marshal to coordinate alternative placement.

G. Administrative Review.

- (1) The correctional facility's chief psychologist, or a designee, shall notify the Director of Mental Health Services of incidents of suicide ideations, gestures, attempts and suicide by completing and forwarding (by facsimile) immediately after the incident a Suicide Notification Form (DPSCS Form 124-420B) attached hereto as Appendix 4.
- (2) The Director of Mental Health Services, or a designee, shall conduct an administrative review of incidents of attempted suicide or suicide.
- (3) The Director of Mental Health shall chair the administrative review panel and call the following to participate as members:
  - (a) The chief psychiatrist;
  - (b) The correctional facility's chief psychologist;
  - (c) A representative of the facility's custodial staff; and
  - (d) Other staff with an interest in the incident.
- (5) The chief psychologist is responsible for:
  - (a) Providing the panel with:
    - (i) The inmate's mental health file;
    - (ii) Related serious incident reports;
    - (iii) Other documents related to the incident; and
    - (iv) Related medical records;
  - (b) Presenting the case to the panel;

- (c) Recording the panel's findings; and
- (d) Preparing the administrative review panel's report of the findings.
- (6) The administrative review panel shall, to the best of their ability, determine what:
  - (a) Precipitated the act;
  - (b) Mental health interventions or other actions were taken to identify and address the problem before it occurred; and
  - (c) Could have been done to prevent the occurrence.
- (7) The chief psychologist on behalf of the administrative review panel shall complete a written report of the findings under §.06G(6) of this directive and submit the original report to the Director of Mental Health Services and a copy to the respective agency head.
- (8) The Director of Mental Health Services shall:
  - (a) Provide a report of the findings of the administrative review under §.06G(7) of this directive and his recommendations for improvement to the Assistant Secretary for Treatment Services;
  - (b) Collect and maintain data concerning incidents of suicide ideations, gestures, attempts, and suicide;
  - (c) When requested by the Assistant Secretary for Treatment Services, provide a written report on the information required under §.06G(8)(b) of this directive; and
  - (d) Provide quarterly reports on suicide statistics to the Assistant Secretary for Treatment Services.

## **.07 Attachments.**

Appendix 1 – Suicide Screening Inventory Form (DPSCS Form OTS 124-420-1)  
Appendix 2 - Close Observation Initiation Form (DPSCS Form OTS 124-421-2)  
Appendix 2 – Safe Cell Observation Log (DPSCS Form OTS 124-421-1)  
Appendix 3 – Suicide Notification Form (DPSCS Form OTS 124-420-2).

## **.08 History.**

- A. There is no Secretary's Department Directive that this document replaces or rescinds.
- B. This directive rescinds provisions of Department of Public Safety and Correctional Services Directives (DPSCSD) 124-420 and 124-421.
- C. This directive supersedes provisions of any other prior existing Department communication with which it may be in conflict.

## Maryland Department of Public Safety and Correctional Services Suicide Screening

For Staff Use Only. Staff should administer this form by interviewing the inmate. If you are the one administering this form, you should do the following:

1. Fill in the inmate's identifying information.
2. Ask the inmate each of the following questions.
3. Mark the inmate's answer by circling the number under either the "yes" or "no" columns.
4. Score the form by adding the numbers in the "Yes" column for questions 1 through 10.
5. Use the score to find and mark the appropriate Suicide Risk Factor Index.
6. Make an immediate Mental Health referral if the answer to question 11 is "Yes".
7. Sign the form to indicate that you have reviewed the inmate's answers.

Name: \_\_\_\_\_

Institution: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

ID Number: \_\_\_\_\_

	<b>Risk Factors</b>	Yes	No
1	Have you ever thought about killing yourself?	2	0
2	Have you ever attempted to kill yourself? How many times? _____ By what method(s)? <input type="checkbox"/> Hanging <input type="checkbox"/> Overdose <input type="checkbox"/> Gun <input type="checkbox"/> Razor <input type="checkbox"/> Other	4	0
3	Have you ever been hospitalized as a result of a suicide attempt?	4	0
4	Has anyone in your family committed suicide?	2	0
5	Do you have a past history of psychiatric treatment, inpatient or outpatient?	1	0
6	Have you ever been diagnosed with depression?	1	0
7	Are you currently prescribed medication for depression or other mental illness?	1	0
8	Do you have, or have you had, a drug or alcohol problem?	1	0
9	Have you experienced significant loss in the last two years?	1	0
10	Have you lost your family's support?	1	0
	<b>Score: Add up the circled "Yes" responses</b>		
<p>Suicide Risk Factor Index: Check the Appropriate Box</p> <p>Total score is 0-3 <input type="checkbox"/> Low Suicide Risk</p> <p>Total score is 4-7 <input type="checkbox"/> Medium Suicide Risk → Refer to Mental Health</p> <p>Total score is 8-18 <input type="checkbox"/> High Suicide Risk → Place on Administrative Segregation until cleared by MH</p>			
<b>*11</b>	<b>Are you currently thinking of killing yourself?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<b>If Yes, refer for immediate Mental Health Assessment</b>		
	Comments:		

Ensure proper distribution of this form to the Base file, Medical file, and Psychology file.

Staff Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## CLOSE OBSERVATION Initiation Form

Name			Number:	Institution:
Last	First	MI		
Date of Placement:	Time: _____AM/PM	Official Authorizing Placement:		
Frequency of Observation:		Authorizing Mental Health Professional:		
Property? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what:				
Clothing? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what:				
Bedding? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what:				
Meals? <input type="checkbox"/> Bag <input type="checkbox"/> Regular		Specific Behaviors to Look For:		

### RATIONALE FOR INITIATION OF CLOSE OBSERVATION

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bizarre Behavior<br>bad news<br><input type="checkbox"/> Significant change in hygiene<br>others<br><input type="checkbox"/> Appears depressed<br>problem<br><input type="checkbox"/> Inmate isolating self<br><hr style="width: 100%;"/> | <input type="checkbox"/> Severe Agitation<br><input type="checkbox"/> Significant change in attitude<br><input type="checkbox"/> Bizarre verbalizations<br><input type="checkbox"/> Significant change in behavior | <input type="checkbox"/> Recently received<br><input type="checkbox"/> Threatening<br><input type="checkbox"/> Serious Hygiene<br><input type="checkbox"/> Other: |
|--|--|---|

Events which led to current situation: \_\_\_\_\_

Unusual Circumstances: \_\_\_\_\_

#### **Check if Known:**

- |  |  |
|--|--|
| <b>History:</b> <input type="checkbox"/> History of Mental Health issues<br><input type="checkbox"/> History of suicidal behavior<br><input type="checkbox"/> Recent transfer to institution | <input type="checkbox"/> History of Aggressive / Hostile Behavior<br><input type="checkbox"/> History of psychiatric admissions<br><input type="checkbox"/> History of Psychotropic medication |
|--|--|

- |  |  |
|--|--|
| <b>Symptoms:</b> <input type="checkbox"/> Incoherent speech<br><input type="checkbox"/> Bizarre appearance<br><input type="checkbox"/> Agitated<br><input type="checkbox"/> Restless<br><input type="checkbox"/> Yelling / Screaming<br><input type="checkbox"/> Refusing medication<br><input type="checkbox"/> Other : _____ | <input type="checkbox"/> Tearful <input type="checkbox"/> Poor Hygiene<br><input type="checkbox"/> Withdrawn <input type="checkbox"/> Disoriented<br><input type="checkbox"/> Oppositional <input type="checkbox"/> Angry / hostile<br><input type="checkbox"/> Scared <input type="checkbox"/> Looks or acts in an irrational fashion<br><input type="checkbox"/> Pacing <input type="checkbox"/> Does not relate to Staff<br><input type="checkbox"/> Restless <input type="checkbox"/> Banging Door |
|--|--|

**Termination Form**

Rationale for termination of Close Observation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of authorizing Mental Health Professional \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Distribution:      Inmate Medical File  
                         Inmate Mental Health File



## Suicide Notification Form

**Psychology Department**  
**\_\_\_\_\_ Institution**

Date: \_\_\_\_\_

To: **Director of Mental Health**

From: \_\_\_\_\_

The attached report is being sent to you for the following reason:

<p>_____ <b>Suicide:</b> When an inmate has died as a result of suicide, this notification form shall be sent within 24 hours with preliminary documentation about the event. A post mortem report summarizing the situation and all contacts with mental health professionals shall be sent as soon as complete.</p>	<p>_____ <b>Suicide Attempt:</b> When an attempt has been made, a summary of the situation and assessment by the Chief Psychologist shall accompany this form.</p>
<p>_____ <b>Suicidal Gesture:</b> A suicidal gesture is an action which has very little chance of lethality. In these cases, a brief summary is sufficient and shall accompany this form.</p>	<p>_____ <b>Suicidal Ideation:</b> In these situations the inmate has discussed his/her thoughts of suicide, but has not acted. In these cases, a brief summary of the situation is sufficient and shall accompany this form.</p>

Comments (or attach progress note): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_